

1 groups. BellSouth uses the standard objective of two (2) percent overall call blocking  
2 during the time-consistent average busy hour in the busy season which consists of one (1)  
3 percent blocking from the end office to the local tandem and one (1) percent blocking  
4 from the local tandem to the end office. When an access tandem serves as the  
5 intermediary switch, the standard objective is one and one-half (1.5) percent overall  
6 blocking during the time-consistent average busy hour in the busy season. This consists  
7 of one-half (.5) percent blocking on the common transport trunk group from the end  
8 office to the access tandem and one (1) percent blocking from the access tandem to the  
9 end office.

10  
11 BellSouth's forecasting process is designed to determine the amount of traffic that will be  
12 handled by each central office, and the number of trunks that will be required to carry  
13 that traffic during the forecast period (normally 5 years). BellSouth's General Trunk  
14 Forecast (the "GTF") is maintained daily and includes forecasts both for BellSouth traffic  
15 and CLP traffic.

16  
17 Twice a year, the BellSouth LISC initiates written requests for forecasts from all CLPs  
18 who have a presence in any of the nine BellSouth states. The forecasting periods cover  
19 January - June and July - December. The LISC provides the CLPs' forecasts to the  
20 BellSouth CCM centers in each state. The CLP forecasts are necessary in order to  
21 incorporate the CLP's requirements into BellSouth's GTF.

22  
23 To prepare the GTF, BellSouth begins with the number of trunks currently in service.  
24 BellSouth then calculates a growth factor (that is, the percentage of growth expected over  
25 the next forecast period as well as anticipated growth in traffic that may be generated by

1 new services.) This data is measured using "busy hour" information, measured and  
2 gathered using a BellSouth system, the Network Information Warehouse, that conforms  
3 with national industry standards. BellSouth also adjusts for planned network  
4 rearrangements, such as switch replacements, relocations, or additions. The growth  
5 factor is then applied to the trunks currently in service.  
6

7 As CLPs interconnect to BellSouth's central offices, the transitioning of traffic from  
8 BellSouth to the CLP often requires more trunks than would normally carry the traffic in  
9 question when BellSouth was the sole provider of service. The purpose of the CLP  
10 forecast is to identify locations and estimated quantities to be used in developing factors  
11 to account for these transitional effects in the network. After BellSouth's growth factor is  
12 applied to the trunks in service, BellSouth applies these transitional factors. After these  
13 adjustments for growth and transitional factors are taken into account, BellSouth's  
14 forecast is reflected in the GTF.  
15

16 Q. DISCUSS THE FORECASTING RESPONSIBILITIES OF BELL SOUTH AND THE  
17 CLPS.  
18

19 A. BellSouth and the CLPs are jointly responsible for forecasting, monitoring, and servicing  
20 all two-way trunk groups between the two networks. *See TriVergent Agmnt., Att. 3, §*  
21 *2.4.* BellSouth is responsible for forecasting, monitoring, and servicing the one-way  
22 trunk groups terminating to CLPs. CLPs are responsible for forecasting, monitoring and  
23 servicing the one-way trunk groups to BellSouth, including terminating, transit, operator  
24 services, directory assistance, and E911 trunks. *See ICG Agmnt., Att. 3, § 3.6.* Standard  
25 trunk traffic engineering methods are used as described in Bellcore document SR-TAP-

000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the parties.

BellSouth will use its best efforts in conjunction with the CLP to create the most effective and reliable interconnected telecommunications network. *See* Intermedia Agmnt., Att. 3, § 3.1. BellSouth and the CLP will meet periodically for the purpose of exchanging non-binding forecasts of their traffic and volume requirements for interconnection. *See* ICG Agmnt., Att. 3, § 3.6.2. Forecast meetings may be face-to-face, or by video or audio conference. *See* SGAT, §XVII.B; XVII.C.

In addition to, and not in lieu of, the required non-binding forecasts, BellSouth and the CLP may negotiate a binding forecast that commits the forecast provider to purchase, and the forecast recipient to provide, a specified volume to be utilized as set forth in the binding forecast. The terms of such a binding forecast will be negotiated and may contain provisions regarding price, quantity, and liability for failure to perform. *See*, ICG Agmnt., Att. 3 § 3.6.4; SGAT, §XVII.D.

Q. DISCUSS BELLSOUTH'S PROCESS FOR FORECASTING SWITCH CAPACITY NEEDS.

A. BellSouth forecasts its switch capacity needs based on two inputs – the GTF and the access line forecast. As described above, the GTF is created using CLP inputs. Thus, CLP plans are taken into account both in BellSouth's trunk forecasting and in its switch planning and forecasting processes. For most switches, the capacity managers generally

1 schedule additions of trunk terminations to be completed by the time the currently  
2 installed trunk capacity reaches 97 percent utilization.

3  
4 Some specific switches have been identified as candidates for trunk relief when the  
5 installed trunk capacity reaches 90 percent utilization. Candidate offices are those offices  
6 that meet the following criteria.

- 7 • End office digital switches
- 8 • Switches with 100 trunking DS1s currently installed (a DS1 contains 24 voice  
9 channels)
- 10 • Switches with growth of at least 75 trunking DS1s per year

11 Those offices that are candidates for relief at 90 percent are larger offices typically  
12 serving business customers, and likely to also have high usage between CLP's switches  
13 and BellSouth's switches.

14  
15 For tandem switches, the capacity managers schedule additions of trunk terminations to  
16 be completed by the time the currently installed trunk capacity reaches 85 percent  
17 utilization.

18  
19 An addition of trunk terminations is scheduled to complete when the switch has reached  
20 its targeted trunk utilization percentage. In other words, BellSouth does not wait until  
21 that utilization percentage has been reached before triggering the addition. Once the  
22 capacity manager has determined the anticipated target exhaust date for a switch, the  
23 capacity manager subtracts an appropriate amount of time from that exhaust date to allow  
24 for the equipment addition to be engineered, manufactured, shipped, and installed in the  
25 switch. Thus, BellSouth initiates the addition of trunk terminations well in advance of



1 the targeted exhaust date. As discussed earlier, CLPs inform BellSouth of their  
2 anticipated traffic growth through the routine exchange of traffic forecasts.

3  
4 Q. DOES BELL SOUTH MAKE INTERCONNECTION TRUNKS AVAILABLE ON A  
5 NONDISCRIMINATORY MANNER?

6  
7 A. BellSouth's performance data for interconnection trunks will be discussed in the  
8 performance testimony of Alphonso Varner.

9  
10 **FIBER-MEET**

11  
12 Q. DESCRIBE THE FIBER-MEET ARRANGEMENT.

13  
14 A. "Fiber-Meet" is an interconnection arrangement whereby the parties physically  
15 interconnect their networks via an optical fiber interface (as opposed to an electrical  
16 interface) at which one party's facilities, provisioning, and maintenance responsibility  
17 begins and the other party's responsibility ends (i.e., at a Point of Interface). If a CLP  
18 elects to interconnect with BellSouth pursuant to a fiber-meet arrangement, the CLP and  
19 BellSouth shall jointly engineer and operate such. See ICG Agmnt., Att. 3, § 1.11;  
20 TriVergent Agmnt., Att. 3, § 1.11.

1    COLLOCATION

2  
3    Q.    DOES BELL SOUTH MAKE SPACE AVAILABLE IN ITS PHYSICAL  
4           STRUCTURES TO FACILITATE THE INTERCONNECTION OF ITS NETWORK  
5           FACILITIES WITH THOSE OF CLPS?

6  
7    A.    Yes. Collocation is a process pursuant to which BellSouth permits CLPS to contract for  
8           space in BellSouth's premises so that CLPs may interconnect their network facilities with  
9           BellSouth's network facilities. BellSouth premises include land owned, leased, or  
10          controlled by BellSouth as well as any BellSouth network structure on such land housing  
11          network facilities. *See* ICG Agmnt., Att. 4, § 1.2. BellSouth offers a variety of  
12          collocation arrangements as described below. Where technically feasible, BellSouth will  
13          make physical collocation available in any BellSouth structure that houses network  
14          facilities and has space available for collocation.

15  
16   Q.    DESCRIBE BELL SOUTH'S PHYSICAL COLLOCATION OFFERINGS.

17  
18   A.    BellSouth will provide to a CLP at the CLP's request, on a first-come, first-served basis,  
19          physical collocation under the same terms and conditions available to similarly situated  
20          carriers and on terms and conditions that are just, reasonable and non-discriminatory. 47  
21          C.F.R. § 52.323 (f); SGAT, § II.A.7. Where sufficient space exists, CLPs can physically  
22          collocate in BellSouth premises to terminate CLP cables on their own equipment.  
23          Physical Collocation is available at Central Offices, Serving Wire Centers and at Remote  
24          Sites and may be offered in the following types: Caged, Shared, (including shared cages),  
25          Cageless or Adjacent. *See* ICG Agmnt., Att. 4; TriVergent Agmnt., Att. 4.

1  
2 With physical collocation, equipment ownership, operation, maintenance and insurance  
3 are the responsibility of the collocator or its approved agent. BellSouth permits the  
4 collocation of any type of equipment that is directly related to and thus necessary,  
5 required, or indispensable for interconnection to BellSouth's network or for access to  
6 unbundled network elements in the provision of telecommunications services. *See* ICG  
7 Agmnt., Att. 4, § 1.3. In addition, BellSouth permits the physical collocation of  
8 microwave facilities when technically feasible for interconnection to BellSouth's network  
9 or for access to UNEs in the provision of telecommunications services. *See* SGAT,  
10 Attach. I. With physical collocation, BellSouth provides an interconnection point or  
11 points, physically accessible by both BellSouth and the requesting CLP, at which the  
12 fiber optic cables carrying the CLP's circuits enter BellSouth's premises. 47 C.F.R. §  
13 51.323 (d)(1); ICG Agmnt., Att. 4, § 1.3. BellSouth will provide at least two  
14 interconnection points at each premises where there are at least two such interconnection  
15 points available and where capacity exists. *See* ICG Agmnt., Att. 4, § 5.2.1. For  
16 purposes of collocation, the interconnection point is the point at which the CLP enters  
17 BellSouth's premises, namely the manhole or the cable vault. *See* ICG Agmnt., Att. 4, §  
18 5.2.

19  
20 Physical Collocation is a negotiated contract arrangement in all BellSouth states for the  
21 placement of collocator-owned facilities and equipment in BellSouth central premises.  
22 The terms and conditions pursuant to which BellSouth offers physical collocation are set  
23 forth in detail in the Affidavit of Wayne Gray, Attachment A; *see* also, Covad Agmnt.,  
24 Att. 4; ICG Agmnt., Att. 4.  
25

1 Q. IS BELLSOUTH PROVIDING PHYSICAL COLLOCATION IN NORTH  
2 CAROLINA?

3  
4 A. Yes. In North Carolina, as of February 28, 2001, BellSouth had completed 728 physical  
5 collocation arrangements for over 40 different CLPs, of which 520 are cageless physical  
6 collocation arrangements. An additional 48 physical collocation arrangements were in  
7 progress in North Carolina as of February 28, 2001. Physical collocation arrangements  
8 were established in 78 different central offices out of a total of 144 central offices in  
9 North Carolina as of February 28, 2001. As of February 28, 2001, there were 5,188  
10 physical collocation arrangements in place for CLPs throughout BellSouth's nine-state  
11 region. Of these, 3,558 were cageless physical collocation arrangements. An additional  
12 324 physical collocation arrangements were in progress for over 80 different CLPs as of  
13 February 28, 2001. Exhibit WKM-1 is a summary of physical and virtual collocation  
14 arrangements currently in place or in progress in North Carolina and in BellSouth's nine-  
15 state region.

16  
17 Q. DOES BELLSOUTH HAVE PROVISIONING INTERVALS FOR PHYSICAL  
18 COLLOCATION?

19  
20 A. Yes. On August 10, 2000, the FCC issued its Collocation Reconsideration Order setting  
21 forth default intervals for physical collocation where state regulatory authorities had not  
22 established such intervals. On October 3, 2000, BellSouth filed a Motion to Establish  
23 Interim Intervals in Docket No. P-100, Sub 133j (Generic Collocation Docket), asking  
24 the Commission to establish interim intervals pending a decision on permanent intervals  
25 in the generic docket. On October 17, 2000, the Commission denied BellSouth's motion.

1 On December 1, 2000, BellSouth filed with the FCC a Petition for Conditional Waiver.  
2 On February 20, 2001, the FCC held that the intervals in the New York Section 271  
3 decision would be the default intervals applicable to BellSouth. Consequently, BellSouth  
4 will comply with the FCC's default intervals until such time as the Commission  
5 establishes permanent intervals. At that time, BellSouth will comply with the final order  
6 of the Commission. BellSouth will provision physical collocation in 76 business days  
7 under ordinary conditions and 91 business days under extraordinary conditions.  
8

9 Q. DESCRIBE BELL SOUTH'S VIRTUAL COLLOCATION OFFERING.  
10

11 A. Upon request of the CLP, or when space is not available for physical collocation,  
12 BellSouth offers virtual collocation in accordance with the existing BellSouth Tariff FCC  
13 Number 1, Section 20, "Virtual Expanded Interconnection Service", as contemplated by  
14 Paragraph 826 of the *Local Competition Order*, 11 FCC Rcd at 15912. See  
15 Interconnection Agreement Between BellSouth and Cricket Communications, ("Cricket  
16 Agmnt."), § V.A. Virtual collocation provides for the placement of collocator-owned  
17 transmission equipment and facilities in BellSouth central offices for the interconnection  
18 to the BellSouth network. Such equipment must be necessary for the provision of  
19 telecommunications services and may include, but not be limited to, optical terminating  
20 equipment and multiplexers, digital subscriber line access multiplexers (DSLAM),  
21 routers, asynchronous transfer mode (ATM) multiplexers, and remote switching modules.  
22 Virtual collocation arrangements may interconnect to designated BellSouth tariffed  
23 services, local interconnection trunks and/or unbundled network elements. BellSouth will  
24 provide virtual collocation in a manner that permits CLPs to combine UNEs. With  
25 virtual collocation, BellSouth provides an interconnection point or points, physically

1 accessible by both BellSouth and the requesting CLP, at which the fiber optic cables  
2 carrying the CLP's circuits enter BellSouth's premises. 47 C.F.R. § 51.323(d)(1).

3 BellSouth will perform all maintenance and repair on virtual collocation equipment once  
4 the collocator requests such work. BellSouth will install, maintain and repair collocated  
5 equipment in the same manner as BellSouth provides for its own equipment. The terms  
6 and conditions pursuant to which BellSouth provides virtual collocation are set forth in  
7 detail in the Affidavit of Wayne Gray, Attachment A.

8  
9 Q. IS BELLSOUTH PROVIDING VIRTUAL COLLOCATION IN NORTH CAROLINA?

10  
11 A. Yes. In North Carolina, as of February 28, 2001, the 55 virtual collocation arrangements  
12 that are in service, plus the 6 virtual collocation arrangements in progress, are located in  
13 35 different BellSouth central offices. Those central offices are located in 10 cities in  
14 North Carolina. Across BellSouth's nine-state region, over 40 different CLPs have  
15 requested and BellSouth had provided 309 virtual collocation with construction of an  
16 additional 29 arrangements underway as of February 28, 2001. Exhibit WKM-1 is a  
17 summary of physical and virtual collocation arrangements currently in place or in  
18 progress in North Carolina and in BellSouth's nine-state region.

19  
20 Q. DOES BELLSOUTH HAVE INTERVALS FOR VIRTUAL COLLOCATION?

21  
22 A. Yes. Neither the FCC nor the Commission has established provisioning intervals for  
23 virtual collocation. Notwithstanding that fact, BellSouth will provide virtual collocation  
24 in 50 days under ordinary circumstances and 75 days under extraordinary circumstances.

1 **OTHER INTERCONNECTION METHODS**

2  
3 Q. DOES BELLSOUTH OFFER MEANS OTHER THAN COLLOCATION FOR  
4 INTERCONNECTION?

5  
6 A. Yes. BellSouth also offers assembly point arrangements. Assembly point arrangements  
7 allow a CLP to combine UNEs without physical or virtual collocation. *See* SGAT, §  
8 II.D.1. The assembly point is a cross connection device to which BellSouth will deliver  
9 UNEs requested by CLPs using the arrangement. In this arrangement, BellSouth will  
10 supply all of the equipment required by the CLP to access UNEs.

11  
12 **1998 ORDER**

13  
14 Q. HAS BELLSOUTH ADEQUATELY MET THE CONCERNS OF THE NORTH  
15 CAROLINA UTILITIES COMMISSION SET FORTH IN THE *1998 ORDER*?

16  
17 A. Yes. In the *1998 Order*, the Commission acknowledged that BellSouth is generally  
18 offering physical collocation and interconnection at the local tandem, but expressed  
19 concern about BellSouth's ability to actually provide these offerings because BellSouth  
20 only had pending requests for them in 1998. *See 1998 Order* at 20. For this reason, the  
21 Commission did not find BellSouth in compliance with Checklist Item 1.

22  
23 Since 1998, BellSouth has remedied these concerns. As demonstrated above, BellSouth  
24 has provisioned 728 physical collocation arrangements in North Carolina, and has 48  
25 more arrangements in progress. Moreover, BellSouth makes physical collocation

1 available in compliance with its SGAT and applicable interconnection agreements.

2 Moreover, BellSouth is providing interconnection at the local tandem. *See* ICG Agmnt.,  
3 Att. 3, §§ 1.5; 1.10. A CLP may select either basic or enhanced local tandem  
4 interconnection. Basic local tandem interconnection allows CLPs to terminate traffic to  
5 BellSouth's end office switches and wireless service provider switches within the area  
6 served by the tandem. Enhanced local tandem interconnection adds the ability to  
7 terminate traffic to other CLP and independent company switches in the area served by  
8 the tandem. *See* ICG Agmnt., Att. 3, §§ 1.5; 1.10; SGAT, § I.A.5. As of February 28,  
9 2001, BellSouth has provided 864 local tandem interconnection trunks to a total of 3  
10 CLPs in North Carolina.

11  
12 **CHECKLIST ITEM 2: NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS**

13  
14 Q. GENERALLY DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST  
15 ITEM 2.

16  
17 A. BellSouth meets the requirements of Checklist Item 2 if it offers access and  
18 interconnection that includes "[n]ondiscriminatory access to network elements in  
19 accordance with the requirements of Section 251(c)(3) and 252(d)(1)." 47 U.S.C. §  
20 271(c). Section 251(c)(3) requires BellSouth to provide CLPs with nondiscriminatory  
21 access to UNEs at any technically feasible point on rates, terms and conditions that are  
22 just, reasonable, and nondiscriminatory. This section also requires BellSouth to provide  
23 UNEs in a manner that allows CLPs to combine such elements in order to provide a  
24 telecommunications service. As detailed below, BellSouth's interconnection agreements



1 and its North Carolina SGAT satisfy these obligations. BellSouth's provision of access  
2 to OSS functions is described in the testimony of Ron Pate, filed concurrently herewith.

3  
4 As required by 47 C.F.R. § 51.307, BellSouth provides to a requesting CLP (for the  
5 provision of telecommunications service) nondiscriminatory access to network elements  
6 on an unbundled basis at any technically feasible point which is at least equal in quality  
7 to the access BellSouth provides to itself. *See* ICG Agmnt., GTC-A, § 4.0. These  
8 network features provide the CLP access to all features, functions and capabilities of the  
9 network elements in a manner that allows the CLP to provide any telecommunications  
10 service that the network element is capable of providing. *See* Intermedia Agmnt., Att. 2,  
11 § 1.1. Each network element BellSouth provides to CLPs is at a level of quality and  
12 performance that is at least equal to that which BellSouth provides to itself. *See* ICG  
13 Agmnt., GTC-A, § 4.0

14  
15 BellSouth shall provide ordering and provisioning of UNEs to CLPs that are equal in  
16 quality to the ordering and provisioning services BellSouth provides to itself or any other  
17 CLP. *See* Intermedia Agmnt., Att. 6, § 1.1. As required by the FCC, and as set forth in  
18 its interconnection agreements and its SGAT, BellSouth makes available  
19 nondiscriminatory access to the following unbundled elements at Total Element Long  
20 Run Incremental (TELRIC) rates approved by the Commission.

21  
22 Local loop, including sub-loops and the high frequency portion of the loop  
23 Loop concentration in BellSouth central offices  
24 Simple Loop + Port Combinations  
25 Loop + Transport Combinations

1 Network Interface Device ("NID")  
2 Local switching capability  
3 Tandem switching capability  
4 Interoffice transmission facilities  
5 Digital cross connection  
6 Signaling networks and call-related databases  
7 Operations support systems functions  
8 Local channel  
9 Channelization  
10 Dark fiber  
11 Loop conditioning

12  
13 *See* Intermedia Agmnt., Att. 2, § 1.1; ICG Agmnt., Att. 2. BellSouth also provides access  
14 to the facilities or functionality of network elements separately from access to other  
15 network elements and for a separate charge. 47 C.F.R. § 51.307(d); *see* ICG Agmnt., Att.  
16 2, § 1.1. BellSouth will utilize its best efforts to obtain coextensive third party  
17 intellectual property rights for CLPs using UNEs.

18  
19 Requesting CLPs are entitled to exclusive use of an unbundled network element, and to  
20 the use of its features, functions, or capabilities, for a set period of time. 47 C.F.R. §  
21 51.309(c). BellSouth, however, retains ownership of the facility and remains obligated to  
22 maintain, repair or replace the network element as necessary.

23  
24 CLPs may provide telecommunications services wholly through BellSouth's UNEs,  
25 without using any facilities of its own. The terms and conditions pursuant to which

1 BellSouth provides access to UNEs are offered equally to all requesting CLPs. 47 C.F.R.  
2 § 51.313(a). Moreover, as discussed more fully in the testimony of Cynthia Cox, filed  
3 concurrently herewith, the "Most Favored Nation" clause in BellSouth's interconnection  
4 agreements and the provisions of 47 U.S.C. § 252(i) allow a CLP to adopt terms,  
5 conditions and prices of another CLP's contract in accordance with the FCC's rules. *See*  
6 ICG Agmnt., GTC-A, § 14.1.

7  
8 With the exception of the Network Interface Device ("NID"), the minimum set of  
9 network elements are required separately by the checklist and therefore will be discussed  
10 in later sections of my testimony. The NID, however, will be discussed in this section, as  
11 will UNE combinations.

12  
13 Q. DESCRIBE THE NID OFFERING.

14  
15 A. The NID is a cross-connect device used to connect BellSouth's loop facilities to a  
16 customer's inside wiring. The NID contains connection points to which the service  
17 provider and the end user customer each make their connections. *See* ICG Agmnt., Att.  
18 2, § 2.3.2.1. When the CLP provides its own facilities, the CLP will provide its own NID  
19 and thereby interface to the customer's inside wire through the customer chamber of the  
20 BellSouth NID. 47 C.F.R., § 51.319(2). This method of access has been referred to as the  
21 "NID-to-NID" method, in that the CLP connects its NID to the BellSouth NID and  
22 thereby gains connectivity between the CLP's loop and the customer's inside wire. As a  
23 second method, a CLP may connect its loop directly to any available spare terminal in the  
24 BellSouth NID and thereby gain access to the customer's inside wire. 47 C.F.R. §  
25 51.319(2); *see also* ICG Agmnt., Att. 2, § 2.3; Intermedia Agmnt, Att. 2, § 4.0. Any

1 upgrades or rearrangements to the NID required by the CLP are performed by BellSouth  
2 based on time and materials charges. In situations in which no spare terminals are  
3 available in the BellSouth NID, the CLP may remove BellSouth's loop from BellSouth's  
4 NID in order to terminate the CLP's loop to BellSouth's NID. *See* ICG Agmnt., Att. 2, §  
5 2.3.2.6. As of February 28, 2001, no CLP had requested an unbundled NID in North  
6 Carolina or anywhere in BellSouth's nine-state region.

7  
8 Where a CLP obtains local loops as a UNE from BellSouth, BellSouth also provides the  
9 NID. BellSouth connects the drop wire, where present, between the loop distribution  
10 facilities and the NID at no additional charge to the CLP. *See* Covad Agmnt., Att. 2, §  
11 2.2.1.

12  
13 At multiple dwelling units or multiple-unit business premises, BellSouth will provide,  
14 where technically feasible, a Single Point of Interconnection ("SPOI") that is suitable for  
15 use by multiple carriers. *See* Intermedia Agmnt., Att. 2, §§6.2.1.5; 6.7.1.

16  
17 Q. HAS BELLSOUTH PROVIDED ACCESS TERMINALS TO CLPS IN NORTH  
18 CAROLINA AND IN ITS NINE-STATE REGION FOR THE PURPOSE OF GAINING  
19 ACCESS TO SUB-LOOP ELEMENTS?

20  
21 A. No. BellSouth has not provisioned any such access terminals to CLPs in North Carolina  
22 because none have been requested; however, BellSouth has provisioned over 80 access  
23 terminals across its nine-state region.  
24

1 Q. MAY A CLP TEST THE UNES IT IS OBTAINING FROM BELL SOUTH PRIOR TO  
2 TURNING UP A CUSTOMER'S SERVICE?

3  
4 A. Yes. Each CLP may perform testing of its UNEs using whatever methods it deems  
5 appropriate in light of its network configuration. BellSouth will provide UNEs to each  
6 CLP's collocation arrangement at the specified level of quality. BellSouth has tested and  
7 confirmed its ability to provide UNEs to requesting CLPs.

8  
9 Q. DESCRIBE BELL SOUTH'S CROSS-CONNECT OFFERING.

10  
11 A. Cross connections are the facility by which BellSouth extends its network to the point of  
12 access selected by a CLP, as described above. The FCC's *Local Competition Order*  
13 required incumbent LECs to provide such facilities and stated that the LEC could recover  
14 the costs associated with providing cross connections. *See Intermedia Agmnt.*, Att. 2, §  
15 2.2.2. Cross connections are wires or fibers or equipment that connect one piece of  
16 equipment to another on a semi-permanent basis. For instance, some cross connections  
17 are made by a simple pair of copper wires called a jumper. Different loop options require  
18 different types of cross connections. In fact, several cross connections may be required  
19 for many of the options. BellSouth offers the following types of loop cross connects:

- 20 • Cross connect to Digital Cross-connect System (DCS)
- 21 • Cross connect to Multiplexer/Interoffice transport
- 22 • Cross connect to collocation arrangement
- 23 • Cross connect to switch port

24 In addition, BellSouth offers the choice of three types of cross connects with subloop  
25 elements. The applicable cross connects are as follows:

- 1           • Two wire
- 2           • Four wire
- 3           • Dark fiber

4           Cross connections must also be used with Unbundled Dedicated Transport ("UDT"). The  
5           dedicated transport cross connects are the equipment needed to connect the interoffice  
6           dedicated transport transmission facilities to the point of access.

7           The following cross connects are available with UDT:

- 8           • Voice grade 2-Wire
- 9           • Voice grade 4-Wire
- 10          • Digital 56/64 Kilobits per second (Kb/s)
- 11          • DS1
- 12          • DS3
- 13          • OC3
- 14          • OC12
- 15          • OC48 (Only between BellSouth offices)
- 16          • Dark fiber

17

18   Q.     DESCRIBE BELL SOUTH'S DIGITAL CROSS CONNECT OFFERING.

19

20   A.     A Digital Cross-connect System ("DCS") is an electronic device that provides the  
21           capability of rearranging circuits on high-speed facilities without the need to de-multiplex  
22           the signals. Without DCS, signals cannot be exchanged between high-speed circuits  
23           without returning all of the circuits to analog electrical signals. BellSouth offers DCS in  
24           conjunction with the unbundled dedicated transport element with the same functionality  
25           that is offered to interexchange carriers or with additional functionality as provided in a

1 BellSouth/CLP interconnection agreement. 47 C.F.R 51.319 (d)(2)(iv); *See* Intermedia  
2 Agmnt., Att. 2, § 8.1.1(4).  
3

4 BellSouth provides CLPs three types of port DSC configurations as follows:

- 5 • DS0 channel port termination.
- 6 • DS1 channel port termination.
- 7 • DS3 channel port termination.
- 8

9 A CLP may utilize BellSouth's Management Terminal Interface (MTI) through the use of  
10 a computer terminal on the CLP's premises to access a database maintained by BellSouth  
11 to reconfigure the CLP's Dedicated Transport facilities. A CLP may use the MTI to  
12 directly access and control the CLP's 45 Mbps or 1.544 Mbps facilities or unbundled  
13 dedicated transport, subtending channels, and internodal facilities (i.e., the facilities that  
14 connect a DCS in one central office with a DCS in another central office)  
15

16 CLPs remotely access the database by using a computer terminal on the CLP's premises  
17 in conjunction with the CLP's facilities or BellSouth Unbundled Loops or Dedicated  
18 Transport elements (Entrance Facility and/or Interoffice Transport), or in conjunction  
19 with a local telephone line with a seven-digit or ten-digit telephone number.

20 CLPs may use DCS to perform the following functions:

- 21 • Routing/Rerouting - The routing feature allows a CLP to select the routes that will be  
22 used to connect circuits between DCSs. The CLP may control the route selection  
23 process by various parameters according to the CLP's needs. A CLP may also reroute  
24 circuits from a failed internodal facility to a working one.
- 25 • Renaming-A CLP may rename its circuits and facilities.

- 1 • AT/Scheduled Command Definition – A CLP may specify circuit reconfiguration on  
2 special days, e.g., payday, holidays.
- 3 • Transaction Log – A CLP is provided a database log that contains every transaction.  
4 These transactions include reconfiguration, scheduling, macro development, alarm  
5 surveillance, and attempted transactions.
- 6 • AT/Scheduled Command Summary Screen – A CLP may view the status of its  
7 reconfiguration reservations.
- 8 • MACRO Command/Network Modeling – A CLP may initiate, with one command,  
9 multiple two-point cross connections. The CLP can build separate network macros,  
10 such as daytime macros, nighttime macros, and disaster recovery macros and invoke  
11 their activation or switch from one to the other.
- 12 • Perform real-time configuration management and alarm surveillance, all from an  
13 office terminal.
- 14 • Electronically cross-connect and route traffic in order to:
  - 15 • Alleviate line congestion
  - 16 • Isolate faults
  - 17 • Change routing logic
  - 18 • Monitor network performance
  - 19 • Pre-arrange and automatically switch to backup facilities for disaster  
20 recovery

21 BellSouth provides the cross connects necessary to extend Dedicated Transport facilities  
22 to points of access designated by the CLP. 47 C.F.R. § 51.319(d)(2)(iii). In addition to  
23 the standard arrangements, the CLP may request new or additional unbundled transport  
24 elements via the BFR process.  
25



1    **COMBINATIONS OF UNES**

2  
3    Q.    GENERALLY DESCRIBE BELL SOUTH'S COMBINATION OFFERINGS.  
4

5    A.    BellSouth provides access to UNEs in a manner that allows requesting carriers to access  
6           preexisting combinations of network elements as well as to combine UNEs for  
7           themselves. *See* ICG Agmnt., Att. 2, § 1.3. BellSouth provides CLPs access to a variety  
8           of means by which CLPs may combine network elements, including caged, cageless and  
9           shared collocation, *see* TriVergent Agmnt., Att. 4, § 3, and an Assembly Point  
10          arrangement. *See* SGAT, § II.D.1. BellSouth also offers other technically feasible  
11          methods of combining UNEs via the BFR process. *See* ICG Agmnt., GTC-A, § 6.0.  
12          Each of these options is described more fully in my testimony on checklist item 1, and  
13          collocation is described more fully in the Affidavit of Wayne Gray, attached hereto as  
14          Attachment A.  
15

16   Q.    DOES BELL SOUTH OFFER PREEXISTING COMBINATIONS OF UNES TO CLPS?  
17

18   A.    Except upon request, BellSouth will not separate requested network elements where such  
19          elements are, in fact, currently combined in BellSouth's network to the location the CLP  
20          wants to serve. *See* SGAT, § II.D (3).  
21

22          The rates for these UNE combinations are addressed in the testimony of Cynthia Cox.  
23          Ms. Cox also addresses the conditions pursuant to which BellSouth offers the Enhanced  
24          Extended Link ("EEL").  
25

1 The ordering mechanism for preexisting combinations is discussed in the testimony of  
2 Ron Pate.

3  
4 Q. MAY CLPS COMBINE UNES THEMSELVES?

5  
6 A. Yes. BellSouth provides access to UNEs in a manner that allows requesting carriers to  
7 combine those elements. CLPs may use either physical collocation (including caged;  
8 shared cage; cageless; and adjacent, where space is not available), virtual collocation  
9 arrangements, *see* ICG Agmnt., Att. 4, § 3 or assembly point arrangements, SGAT, §  
10 II.D.1, to combine UNEs. In addition, CLPs may request other technically feasible  
11 methods of combining UNEs through the BFR. *See* ICG Agmnt., GTC-A, § 6.0.

12  
13 The UNE combination is effectuated as follows: BellSouth will wire each UNE to the tie  
14 cable and pair running between BellSouth's distributing frame and the CLP's collocation  
15 arrangement as designated by the CLP on the UNE order. For example, both the loop  
16 and the switch port are terminated on the Main Distribution Frame (MDF) within the  
17 BellSouth central office. Upon request of the CLP, BellSouth will wire the loop to the tie  
18 cable and pair facility designated on the unbundled loop order. Likewise, BellSouth will  
19 wire the unbundled switch port to the tie cable and pair designated on the unbundled  
20 switch port order. In the case of physical collocation, BellSouth's wiring of the UNEs to  
21 the tie cable and pair interconnection facilities designated by the CLP correlates to the  
22 pre-designated positions on the interconnection point (that is, BellSouth's distributing  
23 frame) serving the collocation arrangement. The CLP may complete the combination via  
24 connections within its collocation arrangement either manually or electronically, at the  
25 election of the CLP. These connections within the CLP's collocation arrangement may

1 be pre-wired or established on an as-needed basis at the election of the CLP. To facilitate  
2 UNE combinations using virtual collocation, the CLP may employ any of several options  
3 that include, but are not limited to: pre-wired terminations on the CLP's transmission  
4 equipment; use of the CLP's electronic digital cross-connection facilities or other means  
5 of performing cross-connections remotely; or connections on a per request basis.  
6

7 An example of using pre-wired terminations might include the CLP's arranging the pre-  
8 wiring of connector block "position 100" to "position 200", "position 101" to "position  
9 201" and so forth. Should the CLP wish to combine two elements, such as the combining  
10 of an unbundled loop with an unbundled switch port, the CLP would specify the  
11 BellSouth cable and pair assignment correlating to "position 100" on the unbundled loop  
12 order and would specify the BellSouth cable and pair assignment correlating to "position  
13 200" on the unbundled switch port order. With "position 100" and "position 200" having  
14 been pre-connected, the UNEs would thus be combined once BellSouth completes its  
15 connection of each of the UNEs ordered to the designated interconnection facility cable  
16 and pair assignments.  
17

18 Q. IT APPEARS THAT THE DISTRIBUTION FRAME IS AN ESSENTIAL  
19 COMPONENT OF A CLP'S ABILITY TO COMBINE UNES. CAN BELL SOUTH  
20 ACCOMMODATE THE CLPS' DEMAND FOR DISTRIBUTING FRAME  
21 CONNECTOR BLOCKS?  
22

23 A. Yes. BellSouth can fully accommodate demand for new distributing frame connector  
24 blocks for CLPs. While space on distributing frames is a finite resource, this is not a  
25 consequence of local competition. Because of increasing retail demand, BellSouth has

1 for many years been faced with the possible exhaustion of space on distributing frames  
2 within its central offices. This increasing demand is evidenced by the fact that in 1992,  
3 there were roughly 1.9 million access lines in North Carolina; through December 2000,  
4 there were over 2.5 million access lines in North Carolina, a more than 30 percent  
5 increase in eight (8) years. BellSouth has always effectively met the challenges of  
6 increased demand -- a fact no party contests. For example, in the years 1999-2000,  
7 BellSouth completed 41 additions to its conventional main distribution frames and  
8 COSMIC main distribution frames in North Carolina. Also, BellSouth has never denied  
9 any CLP's request for a UNE because of a lack of main distribution frame connector  
10 blocks. BellSouth likewise will continue to make needed additions to its distributing  
11 frames on a nondiscriminatory basis, as with other facilities such as switches and loop  
12 facilities, to accommodate CLPs' needs.

13  
14 Q. HAS BELLSOUTH PROVIDED CLPS WITH PREEXISTING UNE  
15 COMBINATIONS?

16  
17 A. Yes. As of February 28, 2001, BellSouth had 23,965 loop and port combinations in place  
18 for CLPs in North Carolina and 273,059 such combinations in place for CLPs across  
19 BellSouth's nine-state region. In addition, BellSouth had 73 loop and transport  
20 combinations in place for CLPs in North Carolina.

21  
22 Q. DESCRIBE THE MEANS BY WHICH CLPS MAY COMBINE INDIVIDUAL UNES  
23 OBTAINED FROM BELLSOUTH WITH THE CLP'S OWN FACILITIES.  
24

1 A. A CLP may also use its physical collocation arrangement to combine UNES that the CLP  
2 acquires from BellSouth with its own equipment or facilities. BellSouth will extend  
3 UNES to a CLP's physical collocation arrangement and will terminate those UNES in  
4 such a way as to allow the CLP to provide any cross connections or other required wiring  
5 within the collocation arrangement in order to effect the combination. In such an  
6 arrangement, the CLP is responsible for making any necessary cross connections within  
7 the physical collocation arrangement, for example, by making cross connections at a  
8 frame or cross connection block within the physical collocation arrangement. As noted  
9 above, the CLP may choose to "pre-wire" these connections in anticipation of  
10 BellSouth's providing the UNES, thereby eliminating the need to establish these  
11 connections during the customer cutover process.

12  
13 For example, BellSouth will deliver both unbundled loops and unbundled dedicated  
14 transport facilities to the CLP's collocation arrangement. The CLP is then free to cross-  
15 connect the loop and transport facilities in any manner it chooses. Similarly, BellSouth  
16 will deliver unbundled loops and unbundled switch ports to any CLP's collocation  
17 arrangement and, again, the CLP may cross-connect the unbundled loop and unbundled  
18 switch port in any manner the CLP desires.

19  
20 In order to combine network elements in their collocation arrangements, CLPs will use  
21 the same types of cross-connections that BellSouth regularly uses thousands of times  
22 every day in its retail operations. When BellSouth connects a new customer to its  
23 network, it uses cross-connections to combine facilities, just as CLPs may do. In its retail  
24 operations, BellSouth regularly uses multiple cross-connections between loops and  
25 switch ports, as well as on Intermediate Distribution Frames (IDF), and provides high

1 quality transmission performance on the resulting service. CLPs' use of  
2 cross-connections to combine network elements into an operational network is a routine  
3 part of local telephone operations and precisely analogous to the manner in which  
4 BellSouth establishes service to a customer premises not previously served by its own  
5 network.

6  
7 Q. HAS BELL SOUTH ADDRESSED THE CONCERNS OF THE NORTH CAROLINA  
8 UTILITIES COMMISSION REGARDING THIS CHECKLIST ITEM AS EXPRESSED  
9 IN THE 1998 ORDER?

10  
11 A. In the 1998 Order, the Commission concluded that BellSouth was not in compliance with  
12 checklist item 2 due to the fact that BellSouth had no performance measurements against  
13 which to assess BellSouth's provision of access to OSS. These issues will be addressed  
14 in the testimony of Ron Pate, filed concurrently herewith, and the performance testimony  
15 of Alphonso Varner.

16  
17 Other than performance measures for OSS, the Commission found BellSouth compliant  
18 with checklist item 2. As my testimony indicates, BellSouth continues to provide CLPs  
19 with nondiscriminatory access to network elements. Moreover, CLPs are purchasing  
20 network elements in large quantities to enter the local market in North Carolina.

21 Therefore, the Commission should find BellSouth in compliance with checklist item 2.

22  
23 **CHECKLIST ITEM 3: ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**

24  
25 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 3.

1 A. Section 271(c)(2)(B)(iii) of the Act requires BellSouth to provide nondiscriminatory  
2 access to poles, ducts and conduits and rights of way to CLPs when requested. The FCC  
3 found that BellSouth had met all requirements for Checklist Item 3 in the *Second*  
4 *Louisiana Order*. BellSouth's procedures and processes described in that application are  
5 the same as those that are used in North Carolina. In the *1998 Order*, the Commission  
6 found that "BellSouth is providing or generally offering nondiscriminatory access to  
7 poles, ducts, conduits and rights-of-way owned or controlled by BellSouth at just and  
8 reasonable rates in accordance with the requirements of Section 224." *1998 Order*, at 58.  
9 In Section III of the SGAT, and in various negotiated and arbitrated agreements,  
10 BellSouth continues to offer nondiscriminatory access to poles, ducts, conduits and  
11 rights-of-way in a timely fashion as discussed in the Affidavit of Linda Kinsey,  
12 Attachment B. In short, BellSouth's actions and performance are consistent with its  
13 previous showing, and nothing material has changed since 1998 that would cause the  
14 Commission to reach a different conclusion than it reached in the *1998 Order*.

15  
16 Q. ARE CLPS USING BELLSOUTH'S POLES, DUCTS, CONDUITS, AND RIGHTS-  
17 OF-WAY?

18  
19 A. Yes. As of March 22, 2001, CLPs in North Carolina had executed with BellSouth 43  
20 license agreements and 98 license agreements region-wide, (both state-specific and multi-  
21 state) that allow them to attach their facilities to BellSouth's poles and to place their  
22 facilities in BellSouth's ducts and conduits. Since July 1997, BellSouth has received 431  
23 requests in North Carolina for access to poles, ducts, conduits, and rights-of-way from 17  
24 CLPs with no requests being denied. Similarly, CLPs have leased approximately 55,000

1 feet of leased conduit space in North Carolina and approximately 286,000 feet of leased  
2 conduit space in the region as a result of CLP requests.  
3

4 **CHECKLIST ITEM 4: LOCAL LOOP**  
5

6 Q. DESCRIBE BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM 4.  
7

8 A. Checklist Item 4 requires that BellSouth provide local loop transmission from the central  
9 office to the customer's premises, unbundled from local switching or other services. 47  
10 U.S.C. § 271(c)(2)(B)(iv). In its *1998 Order*, the Commission found that "BellSouth is  
11 providing or generally offering the local loop transmission from the central office to the  
12 customer's premises unbundled from local switching or other services and has met the  
13 requirements of checklist item (iv)." *See 1998 Order*, at 65. BellSouth continues to  
14 provide nondiscriminatory access to local loop transmission on an unbundled basis and  
15 has procedures in place for the ordering, provisioning, and maintenance of unbundled  
16 loops.  
17

18 In short, BellSouth's actions and performance are consistent with its previous showing  
19 and nothing material has changed since 1998 that should cause the Commission to reach  
20 a different conclusion than it reached in the *1998 Order*.  
21

22 Q. DESCRIBE THE UNBUNDLED LOOPS BELLSOUTH MAKES AVAILABLE TO  
23 CLPS.  
24



1 A. The local loop network element is defined as a dedicated transmission facility between a  
2 distributing frame (or its equivalent) in a BellSouth central office and the loop  
3 demarcation point at an end user customer's premises. The local loop network element  
4 includes all features, functions and capabilities of the transmission facility, including dark  
5 fiber and attached electronics (except those electronics used for the provision of advanced  
6 services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. 47  
7 C.F.R. § 51.319(a). BellSouth allows CLPs to access unbundled loops at any technically  
8 feasible point. BellSouth provides CLPs access to unbundled local loops in a manner that  
9 allows an efficient competitor a meaningful opportunity to compete.

10  
11 BellSouth makes the following loop types available to CLPS and has provided the  
12 following quantities in North Carolina as of February 28, 2001:

- 13 • SL1 voice grade loops (211)
- 14 • SL2 voice grade loops (33,338)
- 15 • 2-wire ISDN digital grade loops (3,586)
- 16 • 2-wire ADSL loops (1,491)
- 17 • 2-wire HDSL loops (24)
- 18 • 4-wire HDSL loops (1)
- 19 • 4-wire DS-1 digital grade loops (1,335)
- 20 • 56 or 64 Kb/s digital grade loops (0)
- 21 • UCL (Long and Short) loops (1,145)
- 22 • DS3 Loops (0)

23  
24 CLPs may purchase additional loop types through the BFR process. BellSouth provides  
25 access to loops at any technically feasible point with access to all features, functions, and

1 capabilities unbundled from other UNEs; without any restrictions that impair use by  
2 CLPs; for a CLP's exclusive use; and in a manner that enables CLPs to combine loops  
3 with other UNEs. *See* ICG Agmnt., Att. 2. Moreover, BellSouth offers local loop  
4 transmission of the same quality and same equipment and technical specifications used  
5 by BellSouth to service its own customers.  
6

7 Q. ARE CLPS PURCHASING UNBUNDLED LOOPS FROM BELL SOUTH?

8  
9 A. Yes. As of February 28, 2001, BellSouth had provisioned unbundled loops to over 20  
10 CLPs in North Carolina. In BellSouth's nine-state region, BellSouth had provisioned  
11 340,553 unbundled loops as of that same date.  
12

13 Q. DOES BELL SOUTH OFFER UNBUNDLED LOOPS SERVED BY INTEGRATED  
14 DIGITAL LOOP CARRIER (IDLC) TECHNOLOGY?

15  
16 A. Yes. Integrated Digital Loop Carrier ("IDLC") is a special version of DLC that does not  
17 require the host terminal in the central office (sometimes referred to as the Central Office  
18 Terminal or "COT"), but instead terminates the digital transmission facilities directly into  
19 the central office switch. The design of IDLC technology means that it is impossible to  
20 separate the loop from the switch because the switch performs the control and functions  
21 normally performed by the host terminal. In the Texas decision, the FCC found that "the  
22 BOC must provide competitors with access to unbundled loops regardless of whether the  
23 BOC uses integrated digital loop carrier (IDLC) technology or similar remote  
24 concentration devices for the particular loops sought by the competitor." *SWBT*, ¶ 248.  
25 BellSouth provides access to such loops via the following methods:

1           Alternative 1: If sufficient physical copper pairs are available, BellSouth will  
2           reassign the loop from the IDLC system to a physical copper pair.

3  
4           Alternative 2: Where the loops are served by Next Generation Digital Loop  
5           Carrier (NGDLC) systems, BellSouth will "groom" the integrated loops to form a  
6           virtual Remote Terminal (RT) set-up for universal service (that is, a terminal  
7           which can accommodate both switched and private line circuits). "Grooming" is  
8           the process of arranging certain loops (in the input stage of the NGDLC) in such a  
9           way that discrete groups of multiplexed loops may be assigned to transmission  
10          facilities (in the output stage of the NGDLC). Both of the NGDLC systems  
11          currently approved for use in the BellSouth network have "grooming"  
12          capabilities.

13  
14          Alternative 3: BellSouth will remove the loop distribution pair from the IDLC and  
15          re-terminate the pair to either a spare metallic loop feeder pair (copper pair) or to  
16          spare universal digital loop carrier equipment in the loop feeder route or Carrier  
17          Serving Area (CSA). For two-wire ISDN loops, the universal digital loop carrier  
18          facilities will be made available through the use of Conklin BRITEmux or Fitel-  
19          PMX 8uMux equipment.

20  
21          Alternative 4: BellSouth will remove the loop distribution pair from the IDLC and  
22          re-terminate the pair to utilize spare capacity of existing Integrated Network  
23          Access (INA) systems or other existing IDLC that terminates on digital cross-  
24          connection system (DCS) equipment. BellSouth will thereby route the requested  
25          unbundled loop channel to a channel bank where it can be de-multiplexed for

1 delivery to the requesting CLP or for termination in a DLC channel bank that is  
2 the central office for concentration and subsequent delivery to the requesting  
3 CLP.

4  
5 Alternative 5: When IDLC terminates at a peripheral capable of serving "side-  
6 door/hairpin" capabilities, BellSouth will utilize this switch functionality. The  
7 loop will remain terminated directly into the switch while the "side-door/hairpin"  
8 capabilities allow the loop to be provided individually to the requesting CLP.

9  
10 Alternative 6: If a given IDLC system is not served by a switch peripheral that is  
11 capable of side-door/hairpin functionality, BellSouth will move the IDLC system  
12 to switch peripheral equipment that is side-door capable.

13  
14 Alternative 7: BellSouth will install and activate new Universal DLC (UDLC)  
15 facilities or NGDLC facilities and then move the requested loop from the IDLC to  
16 these new facilities. In the case of UDLC, if growth will trigger activation of  
17 additional capacity within two years, BellSouth will activate new UDLC capacity  
18 to the distribution area. In the case of NGDLC, if channel banks are available for  
19 growth in the CSA, BellSouth will activate NGDLC unless the DLC enclosure is  
20 a cabinet already wired for older vintage DLC systems.

21  
22 Alternative 8: When it is expected that growth will not create the need for  
23 additional capacity within the next two years, BellSouth will convert some  
24 existing IDLC capacity to UDLC.

1       *See e.g. Intermedia Agmnt., Att. 2, § 3.0.* Because certain circuits cannot be supported  
2       through an IDLC system in those instances where NGDLC is installed, BellSouth  
3       normally reserves some NGDLC capacity to support those special service circuits (both  
4       its own and those of CLPs) through a universal DLC arrangement based on site-specific  
5       forecasts. BellSouth does not reserve loops served by NGDLC for its own purposes, and  
6       does not restrict CLP access to BellSouth loops. BellSouth will construct the facilities  
7       necessary to provide unbundled loops to requesting CLPs in the small number of cases in  
8       which none of these methods is viable through the special construction process. *See ICG*  
9       *Agmnt., Att. 2, § 2.2.1.*

10  
11    Q.    DESCRIBE BELLSOUTH'S UNIVERSAL DIGITAL CARRIER LOOP OFFERING.

12  
13    A.    BellSouth provides CLPs the Universal Digital Carrier ("UDC") capable loop. This loop  
14       gives CLPs the ability to concatenate the individual channels of an ISDN line such that it  
15       appears to the end user to be a single channel of 144 Kb/s per second. Some CLPs have  
16       referred to such an arrangement as ISDN Digital Subscriber Line (IDSL) service.

17  
18    Q.    DOES BELLSOUTH OFFER LOOP CONDITIONING?

19  
20    A.    Yes. BellSouth offers loop conditioning in accordance with applicable FCC rules and  
21       orders. Loop conditioning is defined as the removal from the loop of any devices that  
22       may diminish the capacity of the loop to deliver high-speed switched wireline  
23       telecommunications capability, including xDSL service. BellSouth provides loop  
24       conditioning for unbundled loops, whether or not BellSouth offers advanced services to

1 the end-user on that loop. *See* SGAT, § IV.F. BellSouth's loop conditioning offer is  
2 described fully in the testimony of Wiley (Jerry) G. Latham.

3  
4 Q. ARE CLPs PURCHASING LOOP CONDITIONING?

5  
6 A. Yes. Through January 2001, CLPs in North Carolina made one (1) request for loop  
7 conditioning. Across BellSouth's region as of the same date there were a total of 52  
8 requests.

9  
10 Q. DOES BELL SOUTH OFFER SUB-LOOP ELEMENTS IN COMPLIANCE WITH  
11 CHECKLIST ITEM 4?

12  
13 A. Yes. In addition to the unbundled loops themselves, BellSouth offers CLPs  
14 nondiscriminatory access to sub-loop elements. *See* ICG Agmnt., Att. 2, § 2.5. A sub-  
15 loop unbundled network element is an existing portion of the loop that can be accessed at  
16 accessible points on the loop. An accessible point on the loop is where technicians can  
17 access the copper wire or fiber within the cable without removing a splice case to reach  
18 the wire or fiber within. This includes any technically feasible point near the customer  
19 premises (such as the pole or pedestal, the NID, or minimum point of entry (MPOE) to  
20 the customer's premises), the feeder distribution interface (FDI), the Main Distributing  
21 Frame, remote terminals and various other terminals. BellSouth offers loop  
22 concentration/multiplexing as a sub-loop element. BellSouth also provides unbundled  
23 access to the sub-loop elements loop feeder, loop distribution, intrabuilding network  
24 cable, and network terminating wire. Details about how these sub-loop elements are  
25 provided may be found at BellSouth's Interconnection website:

1 <http://www.interconnection.bellsouth.com/products/unes.html>

2  
3 Q. ARE CLPS PURCHASING SUB-LOOP ELEMENTS?

4  
5 A. Yes. While CLPs in North Carolina have not purchased unbundled sub-loop elements,  
6 BellSouth has provided over 500 unbundled sub-loop elements across its nine-state  
7 region.

8  
9 Q. DOES BELLSOUTH PROVIDE ACCESS TO DARK FIBER?

10  
11 A. Yes. BellSouth also provides access to unused transmission media, which in some cases  
12 is referred to as "dark fiber". *See* ICG Agmnt., Att. 2, § 2.6. BellSouth provides dark  
13 fiber in the subscriber loop segment of the network and in the dedicated interoffice  
14 transport segment of the network as a UNE when the CLP has collocation space in a  
15 central office housing a BellSouth tandem or end office switch. BellSouth uses  
16 standardized forms to allow a CLP to determine dark fiber availability via a service  
17 inquiry and to order dark fiber via a local service request. BellSouth will use its best  
18 efforts to confirm the availability of dark fiber within ten (10) business days of receipt of  
19 a service inquiry. BellSouth will use its best efforts to provide dark fiber to the CLP  
20 within thirty (30) business days from the receipt of a complete, accurate and error-free  
21 local service request. BellSouth will either grant the request, and issue an appropriate  
22 lease, or deny the request. Availability is limited by fibers in use by BellSouth or its  
23 customers, maintenance spares, number of defective fibers present, and the number of  
24 fibers for which BellSouth has specific documented plans within a two-year period.  
25 BellSouth has, where appropriate, executed non-disclosure agreements and agreed to

1 share documents with CLPs in order to demonstrate BellSouth's specific documented  
2 plans. To exercise its right of revocation, BellSouth must demonstrate that the subject  
3 dark fiber is needed to meet BellSouth's bandwidth requirements or the bandwidth  
4 requirements of another local service provider. BellSouth's dark fiber interoffice service  
5 terminates on a standard Light Guide Cross-connect (LGX) termination at both ends.  
6 The dark fiber subscriber loop service terminates on a standard LGX in the subscriber's  
7 Serving Wire Center. A collocation cross-connect is used to provide connectivity  
8 between the dark fiber and the CLP's collocation space. *See*, ICG Agmnt., Att. 2, § 2.6.  
9

10 Q. ARE CLPS PURCHASING DARK FIBER?  
11

12 A. Yes. BellSouth has no arrangements in place in North Carolina. BellSouth has ten (10)  
13 dark fiber arrangements in place in two (2) other states within BellSouth's nine-state  
14 region.  
15

16 Q. DOES BELL SOUTH OFFER CLPS LINE SHARING?  
17

18 A. BellSouth provides CLPs with access to the high frequency portion of the local loop as a  
19 UNE in compliance with the FCC's *Line Sharing Order*. The high frequency of the loop  
20 is defined as the frequency range above the voice band on a copper loop facility carrying  
21 analog circuit-switched voice band transmissions where the incumbent LEC is the voice  
22 provider. *See* Covad Agmnt., 4/25/00 Amend. BellSouth will provide requesting carriers  
23 access to the high-frequency portion of the loop at the remote terminal location as well as  
24 at the central office. Line Sharing is discussed in the testimony of Mr. Tommy G.  
25 Williams.



1 Q. ARE CLPS PURCHASING LINE SHARING?

2  
3 A. Yes. As of April 1, 2001, BellSouth had provisioned 2,542 line sharing arrangements  
4 across BellSouth's nine-state region and 365 line sharing arrangements in North Carolina.  
5

6 Q. DOES BELL SOUTH PROVIDE ACCESS TO LOOP MAKEUP (LMU)  
7 INFORMATION?  
8

9 A. Yes. BellSouth provides CLPs access to information regarding a given loop's  
10 characteristics, including loop length, wire gauge, loop medium (copper or fiber), and  
11 information regarding any bridged tap, load coil, or repeaters present on the loop.  
12 Manual access to LMU information is described in the testimony of Wiley (Jerry) G.  
13 Latham. *See also*, Covad Agmnt., Amend., § 2.2.10. BellSouth's electronic pre-ordering  
14 and ordering interfaces have been enhanced to provide electronic access to loop makeup  
15 information and electronic ordering of ADSL-capable loops, HDSL-capable loops, and  
16 UCLs. Electronic access to LMU information is described in the testimony of Ron Pate.  
17

18 Q. ARE CLPS ACCESSING LOOP MAKEUP INFORMATION?  
19

20 A. Yes. In February 2001, CLPs made 4,556 mechanized LMU inquiries region-wide. In  
21 North Carolina, CLPs made 578 mechanized LMU inquiries. From November 2000  
22 through February 2001, CLPs made 689 manual LMU inquiries region-wide, and 51 in  
23 North Carolina.  
24

25 Q. DOES BELL SOUTH PROVIDE XDSL LOOPS TO CLPS?

1 A. Yes. As discussed earlier, BellSouth provides CLPs with various types of xDSL loops  
2 including the 2-wire Asymmetrical Digital Subscriber Line (ADSL), the 2-wire and 4-  
3 wire High-bit-rate Digital Subscriber Line (HDSL), 2-wire ISDN and Unbundled Copper  
4 Loops. *See* Intermedia Agmnt., Att. 2, § 2.3; 2.5; Covad Agmnt., Amend., § 2.2.9.  
5 Finally, BellSouth offers nondiscriminatory access to loop makeup information so that  
6 CLPs can determine whether or not existing loop facilities can support the desired xDSL  
7 service. BellSouth's xDSL loops, line conditioning and loop qualification offerings are  
8 discussed in detail in the testimony of Wiley (Jerry) G. Latham.

9  
10 Q. ARE CLPS ORDERING XDSL LOOPS?  
11

12 A. Yes. As of February 28, 2001, in North Carolina, BellSouth had provisioned 1,491 two-  
13 wire ADSL loops; 24 two-wire HDSL loops; and one (1) four-wire HDSL loop to over  
14 20 different CLPs in North Carolina. As of the same date, BellSouth had provisioned  
15 within its region 13,261 two-wire ADSL loops; 408 two-wire HDSL loops; and 49 four-  
16 wire HDSL loops to over 90 different CLPs.

17  
18 Q. DOES BELL SOUTH FACILITATE LINE SPLITTING?  
19

20 A. Yes. BellSouth will work cooperatively with CLPs to develop rates, methods and  
21 procedures to operationalize a process whereby two CLPs, one being a provider of voice  
22 services and the other being a provider of data services may provide service over the  
23 same loop. *See* SGAT, § II.B.9. Line Splitting is discussed in detail in the testimony of  
24 Tommy Williams.  
25

1 Q. ARE CLPS ORDERING LINE SPLITTING?

2  
3 A. No, not at this time. As stated above, however, BellSouth will facilitate line splitting for  
4 any CLP that requests it.  
5

6 **HOT CUTS**  
7

8 Q. GENERALLY DESCRIBE THE PROCESS KNOWN AS A "HOT CUT."

9  
10 A. Hot cuts involve the conversion of an existing BellSouth customer to the network of a  
11 competitor by transferring the customer's in-service loop over to the CLP's network.  
12 BellSouth has established hot cut procedures that ensure accurate, reliable, and timely  
13 cutovers.  
14

15 Q. DESCRIBE THE LOOP CUTOVER PROCEDURES ESTABLISHED BY  
16 BELL SOUTH TO ENSURE ACCURATE AND TIMELY CUTOVERS.  
17

18 A. BellSouth has implemented three hot cut processes, two involving coordination at the  
19 time of the hot cut between BellSouth and the requesting CLP and one process that does  
20 not involve such coordination. The two processes for coordinated loop cutovers are a  
21 time-specific cutover, and a non-time-specific cutover. With a time-specific cutover, a  
22 CLP can set a specific date and time for a loop conversion by ordering and paying for  
23 time specific order coordination. Under this option, BellSouth commits to use best  
24 efforts to complete the conversion as specified by the CLP at the ordered date and time.  
25 See ICG Agmnt., Att. 2, § 2.1.4. If unforeseen circumstances occur during the

1 provisioning process which may cause the date or time of the conversion to be in  
2 jeopardy, BellSouth notifies CLP as soon as the jeopardy is identified to allow the CLP to  
3 respond to its customer as appropriate.  
4

5 Under the second option, the CLP may request non-time specific coordination from  
6 BellSouth. Under this option, BellSouth and a CLP mutually establish a date for the  
7 conversion but do not pick a specific conversion time at the time BellSouth receives the  
8 CLP's local service request. Then, 24 to 48 hours in advance of the date of the  
9 conversion BellSouth and the CLP mutually set a time for the conversion. Like time-  
10 specific coordination, if unforeseen circumstances occur that may jeopardize BellSouth's  
11 ability to perform the conversion, BellSouth notifies the CLP as soon as the jeopardy is  
12 identified.  
13

14 As a third option, the CLP may prefer no coordination of any kind between BellSouth  
15 and the CLP at the time of the hot cut. The CLP merely specifies the date upon which it  
16 wishes BellSouth to perform its cutover activities and BellSouth notifies the CLP once  
17 the hot cut is complete.  
18

19 Q. DESCRIBE IN MORE DETAIL THE PROCESS FOR COORDINATED CUTOVERS.  
20

21 A. Coordinated loop cutovers involve a number of steps. Exhibit WKM-2 shows, pictorially  
22 and with a brief narrative, the various work steps involved in a typical coordinated loop  
23 cutover. These photographs were taken in BellSouth's Norcross, Georgia, central office;  
24 however, the work steps are identical in all nine states in BellSouth's region. Briefly, the  
25 work steps involved are as follows:

- 1           • The BellSouth central office technician receives a call to begin cutover and asks  
2           for the cable pair number of the loop to be cutover. This is shown on page 1 of  
3           Exhibit WKM-2.
- 4           • The technician types the cable pair number into a database to find the loop  
5           cutover work order number. This is shown on page 2 of Exhibit WKM-2.
- 6           • The technician retrieves a copy of the work order for the unbundled loop. This is  
7           shown on page 3 of Exhibit WKM-2.
- 8           • The technician in the BellSouth central office responds to the BellSouth UNE  
9           Center's request to initiate coordination of the overall cutover of service from  
10          BellSouth to the CLP. This is shown on page 4 of Exhibit WKM-2.
- 11          • The technician then verifies that the correct loop has been identified for cutover.  
12          This is done using a capability referred to as Automatic Number Announcement  
13          Circuit ("ANAC"). The technician plugs a test set onto the loop and dials a  
14          special code. The telephone number associated with that loop is played audibly.  
15          This is shown on page 5 of Exhibit WKM-2.
- 16          • Next, the technician locates the existing jumper on the BellSouth Main  
17          Distributing Frame ("MDF") running between the loop and the BellSouth switch  
18          port. This is shown on pages 6-7 of Exhibit WKM-2.
- 19          • The technician locates and removes the end of the jumper connected to the  
20          BellSouth cable pair. This is shown on page 8 of Exhibit WKM-2.
- 21          • The technician then locates and removes the end of the jumper connected to the  
22          BellSouth switching equipment. This is shown on page 9 of Exhibit WKM-2.
- 23          • The technician then connects the one end of a new jumper between the loop and a  
24          connector block on a cable rack with tie cables to the CLP's collocation  
25          arrangement. This is shown on page 10 of Exhibit WKM-2.

- 1           • The technician then weaves the new jumper wire through the cable rack to reach  
2           the tie cables to the CLP's collocation arrangement. This is shown on page 11 of  
3           Exhibit WKM-2.
- 4           • The technician connects the second end of the new jumper to the connector block  
5           and thus the tie cable to the CLP's collocation equipment. This is shown on page  
6           12 of Exhibit WKM-2.
- 7           • The technician next verifies that the loop is connected to the expected switch port  
8           and telephone number in the CLP's switch, again using ANAC capabilities. This  
9           is shown on page 13 of Exhibit WKM-2.
- 10          • Upon successful completion of the loop cutover, the technician verifies with the  
11          CLP that the order was correctly worked, closes the work order, and notifies the  
12          UNE Center. This is shown on page 14 of Exhibit WKM-2.
- 13          • Once the cutover is complete, the CLP sends appropriate messages to effect  
14          number porting.

15  
16   Q.    DOES BELLSOUTH DO ANY TESTING IN ADVANCE OF THE CUTOVER DATE?  
17

18   A.    Yes, BellSouth does advance testing for all designed circuits which come with test points.  
19          For such circuits, BellSouth will check the circuit 24 to 48 hours prior to the due date.  
20          For non-designed circuits, BellSouth performs continuity tests within the central office  
21          from the collocation to the BellSouth switch. For both designed and non-designed  
22          circuits, BellSouth tests on the cutover due date for CLP dialtone.  
23

24          On the due date, BellSouth tests for CLP dialtone for all circuits, whether designed or  
25          nondesignated. BellSouth also monitors the line for use. If during the test, BellSouth does

1 not receive CLP dialtone, the cutover will not take place unless the CLP corrects the  
2 problem within 15 minutes or pays for standby time. Otherwise, the CLP must elect to  
3 reschedule the conversion.  
4

5 Q. DOES BELLSOUTH PERFORM LOOP CUTOVERS SIMULTANEOUSLY WITH  
6 NUMBER PORTING?  
7

8 A. No. BellSouth does not perform loop cutovers simultaneously with number porting for  
9 the very important reason that to do so leaves the end user customer at risk of the number  
10 porting being completed early and calls bound for the end user customer being  
11 misdirected to the CLP's switch. The loop cutover is much more complicated in terms of  
12 the work steps involved (on the part of both BellSouth and the CLP) than the number  
13 porting. BellSouth performs all "up front" work in anticipation of the loop cutover being  
14 successfully completed. BellSouth's provisioning process is discussed in the testimony of  
15 Mr. Ken Ainsworth. BellSouth's Local Number Portability ("LNP") process is discussed  
16 further in the affidavit of Mr. Dennis L. Davis, Attachment E..  
17

18 The cutover process can be even more unobtrusive to the end user customer if one of  
19 several processes is followed. The CLP might, for example, schedule the cutover late at  
20 night or on a weekend or any other time when the end user customer will not be using the  
21 service. Other procedures such as pre-wiring cross connections in anticipation of  
22 BellSouth's providing the unbundled network elements likewise minimize or eliminate  
23 any inconvenience to the end user customer.  
24

1 Q. DOES BELLSOUTH DOCUMENT ITS CUTOVER PROCESS SUCH THAT THE  
2 CLPS CAN REVIEW IT?

3  
4 A. Yes. BellSouth has developed a detailed flow chart depicting the entire process. This  
5 process flow is attached to this testimony as Exhibit WKM-3.  
6

7 Q. DOES BELLSOUTH HAVE METHODS AND PROCEDURES THAT DOCUMENT  
8 THIS PROCESS FLOW?

9  
10 A. Yes. BellSouth has developed methods and procedures (M&Ps) for its process flow.  
11 BellSouth's M&Ps are attached to this testimony as Exhibit WKM-4 and address the  
12 following:

- 13 • BellSouth's processes when a CLP orders a coordinated conversion and whether  
14 the CLP wants to set the conversion time for an offered day or whether the CLP  
15 elects to have the time mutually agreed to prior to conversion.
- 16 • BellSouth's requirements to contact the CLP at any point in the provisioning  
17 process where a jeopardy condition might result in a conversion delay.
- 18 • BellSouth's commitment to contact the CLP 24 to 48 hours in advance of the cut  
19 depending on the interval for the service ordered, to negotiate a non time specific  
20 conversion and/or to verify the CLP's readiness to convert the customer's service  
21 as ordered.
- 22 • BellSouth's pre-testing responsibilities prior to conversion as well as on the  
23 conversion date to ensure the conversion is completed successfully.
- 24 • BellSouth's willingness to notify and cooperatively work with CLPs to correct  
25 any wiring defects which BellSouth identifies while performing pre-testing



1 activities whether the fault appears to be in BellSouth's or a CLP's equipment.

- 2 • A CLP's ability to accept or reject the completion of a conversion prior to  
3 BellSouth completing the service request and BellSouth's obligation to timely  
4 notification to the CLP for the porting of telephone numbers.

5  
6 In addition, BellSouth has developed training materials with which to instruct its  
7 technicians about the loop cutover process. These are Work Instruction UTDIC001,  
8 Issue 2f and Work Instruction UTNIC001, Issue 2g. and are attached to this testimony as  
9 Exhibit WKM-5.

10  
11 Q. IS BELLSOUTH'S CIRCUIT FACILITY ASSIGNMENT DATABASE AVAILABLE  
12 TO CLPS IN CONNECTION WITH LOOP CUTOVERS?

13  
14 A. Yes. BellSouth makes available its circuit facility assignment database to CLPs via the  
15 Internet. BellSouth provides CLPs with the circuit facility assignments (that is, cable and  
16 pair assignments for the cable between the CLP's collocation arrangement and  
17 BellSouth's equipment such as distributing frames or cross-connect bays) assigned to the  
18 CLP at the time the CLP's collocation arrangement is made available. Each CLP is  
19 required to maintain its own circuit facility assignment records and assign each pair that  
20 the CLP wants BellSouth to use in order to connect BellSouth facilities to the CLP's  
21 facilities.

22  
23 **CHECKLIST ITEM 5: LOCAL TRANSPORT**

24  
25 Q. DESCRIBE BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM 5.

1 A. Checklist Item 5 requires BellSouth to offer access to the local transport on the trunk side  
2 of a wire line local exchange carrier switch unbundled from switching or other services.  
3 47 U.S.C. § 271(c)(2)(B)(v). Local transport consists of BellSouth interoffice  
4 transmission facilities dedicated to a particular customer or carrier, or shared by more  
5 than one customer or carrier, that provide telecommunications between wire centers  
6 owned by BellSouth or a CLP or third parties acting on behalf of a CLP, or between  
7 switches owned by BellSouth or a CLP or third parties acting on behalf of a CLP.  
8 BellSouth provides both types of local transport, namely dedicated and common (also  
9 called “shared.”) *See* ICG Agmnt., Att. 2, § 4.0. BellSouth complies with the obligations  
10 of this checklist item, both through its interconnection agreements and through its SGAT.

11  
12 Dedicated transport consists of BellSouth transmission facilities dedicated to a particular  
13 customer or carrier that provide telecommunications between wire centers owned by  
14 BellSouth or CLPs, or between switches owned by BellSouth or CLPs. *See* ICG Agmnt.,  
15 Att. 2, § 4.2.

16  
17 Common transport is interoffice transmission facilities, shared between BellSouth and  
18 one or more CLPs, that connect end office switches, end office switches and tandem  
19 switches, or tandem switches, in BellSouth’s network. This definition of common  
20 transport assumes the interconnection point between the two carriers’ networks is at  
21 BellSouth’s switch. *See* ICG Agmnt., Att. 2, § 4.1.

22  
23 With respect to dedicated transport, BellSouth does the following: (1) provides  
24 unbundled access to dedicated transmission facilities between BellSouth’s central offices  
25 or between BellSouth’s central offices or between such offices and serving wire centers

1 (SWCs); between SWCs and interexchange carriers points of presence (POPs); between  
2 tandems switches and SWCs end offices or tandems of BellSouth and the wire centers of  
3 BellSouth and requesting carriers; (2) provides all technically feasible transmission  
4 capabilities such as DS1, DS3, and Optical Carrier (OCn) levels that the competing  
5 carrier could use to provide telecommunications, including the necessary electronics; (3)  
6 does not limit the facilities to which dedicated interoffice transport facilities are  
7 connected, provided such interconnections are technically feasible, or restrict the use of  
8 unbundled transport facilities; and (d) to the extent technically feasible, provides  
9 requesting carriers with access to digital cross-connect functionality in the same manner  
10 that the BellSouth offers such capabilities to IXC's that purchase transport services. *See*  
11 *ICG Agmt., Att. 2, §. 4.0.*

12  
13 In addition, CLPs can use dedicated transport to provide any transmission-specific  
14 service to the extent technically feasible.

15  
16 With respect to common transport, BellSouth does the following: (1) provides common  
17 transport in a way that enables the traffic of requesting carriers to be carried on the same  
18 transport facilities that BellSouth uses for its own traffic; (2) provides common transport  
19 transmission facilities between end office switches, between its end office and tandem  
20 switches; and between tandem switches in its network; (3) permits requesting carriers that  
21 purchase unbundled shared transport and unbundled switching to use the same routing  
22 table that is resident in BellSouth's switch; and (4) permits requesting carriers to use  
23 common (or dedicated) transport as an unbundled element to carry originating traffic  
24 from, and terminating traffic to, customers to whom the requesting carrier is also  
25 providing local exchange service. *See ICG Agmt., Att. 2, § 4.0;*

1 In the *Second Louisiana Order*, the FCC found that BellSouth complies with the  
2 requirements of this checklist item by making available dedicated and common transport  
3 between end offices, between tandems, and between tandems and end offices.<sup>3</sup> BellSouth  
4 continues to make both dedicated and shared transport available to CLPs on a  
5 nondiscriminatory basis and has procedures in place for the ordering, provisioning, and  
6 maintenance of both dedicated and shared interoffice transport.

7  
8 In addition to the types of local transport currently offered by BellSouth, a CLP may  
9 request new or additional unbundled transport elements using the BFR process. See ICG  
10 Agmnt., GTC-A, § 6.0.

11  
12 Q. ARE CLPS ORDERING LOCAL TRANSPORT?

13  
14 A. Yes. As of February 28, 2001, BellSouth had provided 879 dedicated local transport  
15 trunks to CLPs in North Carolina. BellSouth has provided 10,565 dedicated trunks  
16 providing interoffice transport to CLPs in its nine-state region as of that same date.

17  
18 For common transport, specific counts of trunks providing service to CLPs cannot be  
19 determined. This is because, as the name (common transport) implies, all trunks in a  
20 given trunk group are available for carrying service for any carrier which uses that group,  
21 including BellSouth and in some cases multiple CLPs. However, BellSouth can state that

---

<sup>3</sup> Despite its favorable conclusion on BellSouth's provision of local transport, the FCC declined to approve this checklist item on the grounds that BellSouth had failed to make a prima facie showing that it provides nondiscriminatory access to OSS for the ordering and provisioning of dedicated and shared transport facilities. These issues are discussed in the testimony of Ron Pate.

1 as of from July 1999 to February 28, 2001, there were 26 CLPs in North Carolina and 92  
2 in BellSouth's nine-state region using common transport to some degree.

3  
4 Q. WHAT DID THE COMMISSION DECIDE ON THIS ISSUE IN 1998?

5  
6 A. In its *1998 Order*, the Commission concluded that BellSouth is providing or generally  
7 offering local transport from the trunk side of the wireline local exchange carriers switch  
8 unbundled from switching or other services and is in compliance with checklist item 5.  
9 BellSouth's actions and performance are consistent with its previous showing on this  
10 checklist item and nothing material has changed since 1998 that should cause the  
11 Commission to reach a different conclusion than it reached in the *1998 Order*.

12  
13 **CHECKLIST ITEM 6: LOCAL SWITCHING**

14  
15 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 6.

16  
17 A. The Act requires BellSouth to offer access to "[l]ocal switching unbundled from  
18 transport, local loop transmission, or other services." 47 U.S.C. § 271(c)(2)(B)(vi).  
19 Local switching is the network element that provides the functionality required to connect  
20 the appropriate originating lines or trunks wired to the main distributing frame ("MDF")  
21 or to the digital cross connect panel to a desired terminating line or trunk. Local  
22 switching encompasses line-side and trunk-side facilities, plus the features, functions and  
23 capabilities of the switch. See ICG Agmnt., Att. 2, § 3.1.

1 BellSouth has procedures in place for the ordering, provisioning, and maintenance of its  
2 switching services on a nondiscriminatory basis. *See* ICG Agmnt., Att. 2 § 3.1. The line-  
3 side facilities include the connection between a loop termination at, for example, a main  
4 distributing frame, and a switch line card. 47 C.F.R. § 51.319(c)(1)(i)(A). The trunk-  
5 side facilities include the connection between, for example, trunk termination at a trunk-  
6 side cross connect panel and a trunk card. 47 C.F.R. § 51.319 (c)(1)(i)(B). The  
7 functionality of BellSouth's local circuit switching offerings includes all of the features,  
8 functions and capabilities provided for the particular port type, including features  
9 inherent to the switch and the switch software. Local circuit switching also provides  
10 access to additional capabilities such as common and dedicated transport, out of band  
11 signaling, 911, operator services, directory services, repair service, as well as Advanced  
12 Intelligent Network (AIN) and similar capabilities.

13  
14 Because BellSouth obligates itself to provide common transport, it, by definition,  
15 provides CLPs with shared trunk ports, and the routing table that instructs the call to  
16 follow a specified path. *See Second Louisiana Order*, ¶ 228 ("BellSouth is obligated to  
17 provide shared trunk ports and the routing tables necessary to get to the shared trunk port  
18 as a consequence of its legal obligation to provide shared transport.")

19  
20 In addition, if CLPs want unbundled switching in conjunction with dedicated transport,  
21 CLPs likewise have access to BellSouth's routing tables.

22  
23 Q. DOES BELL SOUTH PROVIDE ACCESS TO VERTICAL SERVICES AND  
24 FEATURES?  
25

1 A. Yes. BellSouth's local circuit switching offerings include access to the vertical services  
2 and features the switch is capable of providing. All vertical features loaded in a circuit  
3 switch are available to CLPs, whether or not BellSouth offers such features to its retail  
4 customers. Features loaded but not activated and features not loaded in the circuit switch  
5 may be requested through the BFR process. *See* ICG Agmnt., Att. 2, § 3.1.1.1; *Second*  
6 *Louisiana Order*, ¶ 220 ("we find that a BOC can require a requesting carrier to submit a  
7 request for such a vertical feature through a predetermined process that give the BOC an  
8 opportunity to ensure that it is technically feasible and otherwise develop the necessary  
9 procedures for ordering those features.")

10  
11 Q. DOES BELLSOUTH ACTIVATE CLP NXX CODES IN BELLSOUTH'S SWITCHES?

12  
13 A. Yes. For successful call completion, each switch must recognize all active NXX codes in  
14 order to determine where the call is to be routed. When a CLP, or any other LEC, obtains  
15 a new NXX code, BellSouth activates the code in its switches in accordance with the  
16 FCC's *Third Order on Reconsideration*, 12 FCC Rcd 12,460, ¶ 82. BellSouth performs  
17 this function at no charge to the CLP.

18  
19 BellSouth provides an NXX activation Single Point of Contact ("SPOC") to address CLP  
20 inquiries about NXX codes. Among other functions, the NXX SPOC coordinates the  
21 activation of CLP NXX codes within BellSouth's network and provides a trouble-  
22 reporting center for CLP code activation.

23  
24 Since its establishment, the NXX SPOC has successfully facilitated the NXX activation  
25 process. The NXX SPOC provides CLPs with a positive report on the activation of all of

1 the CLP's NXXs that are activated in BellSouth's network. If requested by a CLP, a  
2 written response is provided to the CLP when BellSouth's Complex Translations Group  
3 has provisioned the NPA/NXX in the appropriate BellSouth switches and BellSouth has  
4 completed mechanized Automatic Message Accounting ("AMA") testing and validation.  
5 Since it began operation, the NXX SPOC has tracked the provisioning and testing of  
6 approximately 4,300 NXXs codes for facility-based CLPs and Independent Telephone  
7 Companies and has been involved in the resolution of over 400 customer related routing  
8 troubles.

9  
10 Q. DOES BELL SOUTH PROVIDE FEATURE GROUP D SIGNALING IN  
11 CONJUNCTION WITH THE PROVISIONING OF UNBUNDLED LOCAL  
12 SWITCHING?

13  
14 A. Yes. BellSouth will provide a CLP with its choice of signaling format, including Feature  
15 Group D signaling, to the extent technically feasible.

16  
17 Q. DOES BELL SOUTH PROVIDE ACCESS TO PACKET SWITCHING?

18  
19 A. Pursuant to Rule 51.319, BellSouth will provide CLPs packet switching as a UNE in  
20 situations in which each of the following conditions is satisfied:

- 21 (1) BellSouth has deployed digital loop carrier systems, including but not limited  
22 to, integrated digital loop carrier or universal digital loop carrier systems; or  
23 has deployed any other system in which fiber optic facilities replace copper  
24 facilities in the distribution section (e.g., end office to remote terminal,  
25 pedestal or environmentally controlled vault);



1 (2) There are no spare copper loops capable of supporting xDSL services the CLP  
2 seeks to offer;

3 (3) BellSouth has not permitted a CLP to deploy a Digital Subscriber Line Access  
4 Multiplexer in the remote terminal, pedestal or environmentally controlled  
5 vault or other interconnection point, nor has the requesting carrier obtained a  
6 virtual collocation arrangement at these subloop interconnection points as  
7 defined in 47 C.F.R. § 319(b); and

8 (4) BellSouth has deployed packet switching for its own use.  
9

10 *See* SGAT, § VI.D.  
11

12 Q. DOES BELLSOUTH PROVIDE ACCESS TO TANDEM SWITCHING?  
13

14 A. Yes. BellSouth's unbundled tandem switching element meets all the requirements of the  
15 FCC's Rules. Tandem switching is defined as trunk-to-trunk connection facilities,  
16 including but not limited to the connection between trunk terminations at a cross connect  
17 panel and a switch trunk card; the basic switching function of connecting trunks to  
18 trunks; and all technically feasible functions that are centralized in tandem switches (as  
19 distinguished from separate end office switches), including but not limited to call  
20 recording, the routing of calls to operator services, and signaling conversion features. 47  
21 C.F.R. § 51.319(c)(2); *see* Intermedia Agmnt., Att. 2, § 7.1.1.3. Tandem switching  
22 provides trunk to trunk connections for local calls between two end office switches,  
23 including two office switches belonging to different CLPs. To the extent that all signaling  
24 is SS7, tandem switching preserves Custom Local Area Switched Services (CLASS)  
25 features and Caller ID as calls are processed. BellSouth performs testing through the

1 tandem switching element for CLPs in the same manner and frequency that it performs  
2 such testing for itself. To the extent that BellSouth manages traffic congestion for  
3 tandem switching for itself, it also manages it for CLPs using unbundled tandem  
4 switching, including congestion points such as those caused by radio station call-ins, and  
5 network routing abnormalities, using capabilities such as Automatic Call Gapping,  
6 Automatic Code Gapping, Automatic Congestion Control, and Network Routing  
7 Overflow.

8  
9 Q. ARE CLPS ORDERING UNBUNDLED LOCAL SWITCHING?  
10

11 A. Yes. As of February 28, 2001, BellSouth had two (2) unbundled switch ports in service  
12 in North Carolina. Region-wide, BellSouth had 391 unbundled switch ports in service as  
13 of that same date. Additionally, in connection with its combined loop/port combination  
14 offering, BellSouth had 23,965 switch ports in service in North Carolina and 273,059 in  
15 service regionally.  
16

17 Q. DOES BELL SOUTH OFFER CUSTOMIZED ROUTING IN COMPLIANCE WITH  
18 THE FCC'S REQUIREMENTS?  
19

20 A. Yes. Customized routing (which is also referred to as selective routing) permits  
21 requesting carriers to designate the particular outgoing trunks that will carry certain  
22 classes of traffic originating from competitors' customers. *See Second Louisiana Order,*  
23 ¶ 221. One specific use of customized routing is to allow calls from CLP customers  
24 served by a BellSouth switch to reach the CLP's choice of operator service or directory  
25 assistance service platforms which may be BellSouth's operator service and directory

1 assistance service platforms or the CLP's platforms or the platforms of a third party  
2 provider. Customized routing can be provided when a CLP acquires unbundled local  
3 switching from BellSouth or resells BellSouth's local exchange services.  
4

5 BellSouth offers two methods of customized routing to CLPs: Advanced Intelligent  
6 Network (AIN) and Line Class Codes ("LCC"). See SGAT, § X.A.3(f); ICG Agmnt.,  
7 Att. 2, § 8.3.5. BellSouth has tested both methods and both currently are available.  
8

9 Q. DESCRIBE THE AIN METHOD OF CUSTOMIZED ROUTING BELLSOUTH  
10 OFFERS.  
11

12 A. BellSouth's Advanced Intelligent Network (AIN) method uses a database of the CLP's  
13 routing choices queried during call set up. The AIN method of customized routing  
14 allows the use of the AIN "hub" concept, which yields several advantages. The AIN  
15 hubbing arrangement:  
16

- 17 • Allows the use of appropriate AIN "triggers" for all call types rather than only a  
18 limited set of call types.
- 19 • Allows even those end office switches that are not AIN-capable to use the AIN  
20 customized routing solution.
- 21 • Optimizes the use of trunk groups by allowing the carriage of customized routing  
22 traffic over common trunk groups between the end office and the AIN hub.  
23

1 Thus, the AIN hubbing arrangement allows the use of the AIN method in all switches,  
2 even those that are not AIN capable. Also, the AIN hubbing arrangement allows the  
3 sharing of common trunk groups that some CLPs have stated they prefer.  
4

5 Q. DID BELL SOUTH RECENTLY COMPLETE AN ENHANCEMENT TO THE AIN  
6 METHOD?  
7

8 A. Yes. BellSouth completed an enhancement to its AIN method that further automates the  
9 means by which CLPs' routing information may be updated. End-to-End call-through  
10 testing was successfully completed on June 14, 2000. BellSouth then completed all  
11 methods and procedures for the service offering during the third quarter 2000, and posted  
12 a Market Service Description (MSD) to its interconnection website on October 23, 2000.  
13

14 Q. ARE CLPS USING THE AIN METHOD OF CUSTOMIZED ROUTING?  
15

16 A. To date, no CLP has requested BellSouth's AIN method of customized routing of  
17 customized routing. BellSouth stands ready to provide the AIN method upon request.  
18

19 Q. DESCRIBE THE LCC METHOD OF CUSTOMIZED ROUTING.  
20

21 A. In the LCC method, which is the method by which BellSouth routes its own end users'  
22 calls, end user calls are routed via the use of a LCC in the switch. For example, CLP end  
23 users served by a BellSouth switch are configured such that when the end user dials 0-, a  
24 Line Attributes Table points to another table, a Position Table for 0- calls. This table in  
25 turn identifies a trunk group to the appropriate operator services platform. For calls

1 requiring a number pretranslation such as 411 or 611, the Line Attributes Table points the  
2 call to the appropriate pretranslator table, and this table then points the call to the  
3 appropriate destination. A separate line class code is not needed for each end user for  
4 each function, but rather the same line class code can be used for multiple subscribers.  
5 The same LCC connects each of them to the same destination for the same type of call.  
6 *See e.g. Intermedia Agmnt., Att. 2, §§ 7.2.1.15; 7.2.1.16.*  
7

8 Availability of customized routing capability using LCCs is offered on a first-come, first-  
9 served basis. This method permits the passage of intraLATA toll and interLATA  
10 operator services traffic to interexchange carriers over Feature Group D trunks at the  
11 CLP's option. While there are finite limits on the number of line class codes in particular  
12 central office switches, BellSouth has not denied any request for customized routing  
13 based on lack of LCC capacity. Moreover, the AIN method of customized routing  
14 eliminates any potential exhaust concerns about the LCC method of customized routing.  
15

16 Q. ARE CLPS USING THE LCC METHOD OF CUSTOMIZED ROUTING?  
17

18 A. Yes. BellSouth has provided the LCC method of customized routing to one CLP in  
19 Georgia. No CLP in North Carolina has requested this method of customized routing;  
20 BellSouth, however, stands ready to provide it.  
21

22 Q. HOW IS THE AIN METHOD OF CUSTOMIZED ROUTING DIFFERENT THAN  
23 THE LCC METHOD?  
24

1 A. The AIN method allows the use of shared trunk groups (for those CLPs using the AIN  
2 method) between the end office switch and the AIN hub switch to accomplish customized  
3 routing for customers served by different end offices subtending a particular AIN hub. In  
4 contrast, the LCC solution, discussed below, requires a separate trunk group for each end  
5 office due to the inherent technical limitations of the switches. This separate trunk group  
6 may be shared, however, by those CLPs requesting the same branding or unbranding of  
7 their respective end users' OS/DA traffic. BellSouth uses separate trunk groups between  
8 its end office switches and BellSouth's operator services and directory assistance  
9 platforms for calls from BellSouth's end users.

10  
11 Q. DO BELLSOUTH'S CUSTOMIZED ROUTING SOLUTIONS MEET THE FCC'S  
12 REQUIREMENTS?

13  
14 A. Yes. In the *Second Louisiana Order*, the FCC discussed the CLPs' ability to route its  
15 customers' calls. Specifically, the FCC held that "BellSouth should not require the  
16 competitive LEC to provide the actual line class codes, which may differ from switch to  
17 switch, if BellSouth is capable of accepting a single code region-wide." *Second*  
18 *Louisiana Order*, ¶ 224. In compliance with this obligation, BellSouth will implement  
19 one routing pattern per region for a CLP's customers. In addition, although it is not  
20 required to do so, BellSouth voluntarily will provide a single routing pattern on a state-  
21 wide basis. This single routing pattern (whether region-wide or state-wide) can include  
22 routing to a BellSouth platform (branded or unbranded), a CLP platform, or a third-party  
23 platform.

1 To avail itself of the single routing pattern, the CLP need not put any LCC on its local  
2 service requests ("LSRs"). Such orders will be handled electronically (assuming, of  
3 course, that they would not otherwise fall out for manual handling) and therefore will  
4 need no manual intervention.

5  
6 This line class code routing arrangement is identical to that provided to the BellSouth  
7 retail units. On its retail side, BellSouth has a single region-wide routing pattern for its  
8 customers' calls that is effectuated without the service representative having to populate  
9 the LCC on the service order. Likewise, BellSouth will provide a single routing pattern  
10 for CLPs that is effectuated without the CLP service representative having to populate the  
11 LCC on the order.

12  
13 If, on the other hand, the CLP chooses to have different routing options available for  
14 different customers served out of the same switch, BellSouth will handle such requests on  
15 a manual basis. In this scenario, the CLP will provide information on the LSR  
16 designating the appropriate LCCs to direct the call for those of the CLP's end users for  
17 which the single routing plan will not be used. Although submitted electronically, such  
18 as order will fall out for manual handling and BellSouth will process it manually. The  
19 FCC specifically recognized that CLPs who wish to have multiple routing patterns in the  
20 same switch should bear the obligation to populate the requisite LCCs on the LSR.  
21 Specifically, the FCC held as follows:

22  
23 We agree with BellSouth that a competitive LEC must tell BellSouth how to route  
24 its customers' calls. If a competitive LEC wants all of its customers' calls routed  
25 in the same way, it should be able to inform BellSouth, and BellSouth should be

1           able to build the corresponding routing instructions into its systems just as  
2           BellSouth has done for itself. If, however, a competitive LEC has more than one  
3           set of routing instructions for its customers, it seems reasonable and necessary for  
4           BellSouth to require the competitive LEC to include in its order an indicator that  
5           will inform BellSouth which selective routing pattern to use.

6  
7           *Second Louisiana Order*, ¶ 224. As described above, BellSouth is in full compliance  
8           with these obligations.

9  
10          For those LSRs on which the CLPs populate the LCCs for specific routing patterns,  
11          BellSouth will process them in a timely manner. Such orders will be counted in the  
12          “partially mechanized” category of performance data and addressed fully in the  
13          supplemental performance data filing of Alphonso Varner.

14  
15       Q.     WHAT DID THE COMMISSION CONCLUDE ABOUT THIS CHECKLIST ITEM IN  
16               THE *1998 ORDER*?

17  
18       A.     The Commission concluded that BellSouth is providing or generally offering local  
19               switching unbundled from transport, local loop transmission, or other services and is in  
20               compliance with checklist item 6. BellSouth’s actions and performance are consistent  
21               with its previous showing on this checklist item and nothing material has changed since  
22               1998 that should cause the Commission to reach a different conclusion than it reached in  
23               the *1998 Order*.



1 **CHECKLIST ITEM 7: 911/E911, DIRECTORY ASSISTANCE AND OPERATOR CALL**

2 **COMPLETION**

3  
4 Q. PLEASE DESCRIBE BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM 7.

5  
6 A. BellSouth provides to CLPs access to 911/E911 services, directory assistance services,  
7 and operator call completion services at a level of quality and performance that is at least  
8 equal to that which BellSouth provides to itself. *See Intermedia Agmnt., Att. 2, § 16.2.4.*  
9 The Commission concluded in its *1998 Order* that BellSouth was providing  
10 nondiscriminatory access to 911/E911; directory assistance; and operator call completion.  
11 BellSouth's actions and performance are consistent with its previous showing on this  
12 checklist item and nothing material has changed since 1998 that should cause the  
13 Commission to reach a different conclusion than it reached in the *1998 Order*.

14  
15 **911/E911**

16  
17 Q. DOES BELLSOUTH PROVIDE NONDISCRIMINATORY ACCESS TO 911 AND  
18 E911 SERVICES?

19  
20 A. Yes. Section 271(c)(2)(B)(vii) of the Act requires a Bell Operating Company such as  
21 BellSouth to provide "[n]ondiscriminatory access to --- (I) 911 and E911 services. In the  
22 *Ameritech Michigan Order*, the FCC held that BellSouth "must maintain the 911  
23 database entries for competing LECs with the same accuracy and reliability that it  
24 maintains the database entries for its own customers" and that for facilities-based carriers,  
25 BellSouth must provide "unbundled access to [its] 911 database and 911 interconnection,

1 including the provision of dedicated trunks from the requesting carrier's switching  
2 facilities to the 911 control office at parity with what [BellSouth] provides to itself."  
3 *Ameritech Michigan Order*, ¶ 256.

4  
5 Q. DESCRIBE THE MEANS BY WHICH BELL SOUTH OFFERS CLPS ACCESS TO  
6 BELL SOUTH'S E911 DATABASE.

7  
8 A. The BellSouth E911 database contains end user subscriber information that is useful to  
9 emergency service agencies in locating a customer dialing 911 for dispatching  
10 appropriate emergency services. The database contains information such as customer  
11 name, service address, class and type of service. BellSouth has had procedures in place  
12 since early 1996 by which CLPs can connect their switches to BellSouth's E911 tandems.  
13 Because methods and procedures have long been in place to allow other carriers,  
14 including independent LECs, access to BellSouth's E911 and 911 updating capabilities,  
15 the necessary methods and procedures for obtaining such updating by CLPs have been  
16 business as usual for BellSouth. *See Intermedia Agmnt.*, Att. 2, § 16.0, *ICG Agmnt.*, Att.  
17 2, § 10.0.

18  
19 BellSouth's provision of nondiscriminatory access to the E911 database as well as  
20 procedures for updating and maintaining the E911 database both for CLP and BellSouth  
21 end users are described in the Affidavit of Ms. Val Sapp, Attachment F.

22  
23 In the *Second Louisiana Order*, the FCC found that BellSouth satisfied the requirements  
24 of checklist item (vii)(I). There has been no material change in BellSouth's provision of

1 911/E911 since that decision and thus the Commission should find BellSouth in  
2 compliance.

3  
4 Q. ARE CLPS ACCESSING BELL SOUTH'S E911 DATABASE?

5  
6 A. Yes. As of February 28, 2001, CLPs had requested and BellSouth had provided 581 such  
7 trunks for CLPs in North Carolina. In its nine-state region, BellSouth had 4,190 trunks in  
8 service connecting CLPs' switches with BellSouth's E911 arrangements as of that same  
9 date. In North Carolina, 25 CLPs were sending mechanized updates to BellSouth for  
10 inclusion in the 911 database as of February 28, 2001; and in BellSouth's nine-state  
11 region, 66 CLPs were doing so as of that same date. These mechanized updates include  
12 information about both end user customers to whom CLPs provide service via the resale  
13 provisions of the Act as well as those end user customers to whom CLPs provide service  
14 from the CLPs' own switches.

15  
16 **DIRECTORY ASSISTANCE/OPERATOR SERVICES**

17  
18 Q. WHAT ARE BELL SOUTH'S OBLIGATIONS WITH RESPECT TO DIRECTORY  
19 ASSISTANCE AND OPERATOR SERVICES?

20  
21 A. Section 271(c)(2)(B)(vii)(II) and (III) of the Act requires BellSouth to provide  
22 nondiscriminatory access to "directory assistance services to allow the other carrier's  
23 customers to obtain telephone numbers" and "operator call completion services,"  
24 respectively. Section 251(b)(3) obligates BellSouth to permit CLPs to have  
25 nondiscriminatory access to operator services, directory assistance and directory listing

1 with no unreasonable dialing delays. BellSouth, however, is no longer obligated to  
2 provide operator and directory assistance services as a UNE because BellSouth provides  
3 customized routing as discussed earlier.  
4

5 Q. DOES BELL SOUTH PROVIDE DIRECTORY ASSISTANCE SERVICE IN A  
6 NONDISCRIMINATORY MANNER?  
7

8 A. Yes. BellSouth provides directory assistance access service to CLPs in the same manner  
9 as it does for its own retail subscribers. *See Intermedia Agmnt., Att. 2, § 10.3; ICG*  
10 *Agmnt., Att. 2, §8.3.* Specifically, BellSouth provides CLPs with Directory Assistance  
11 Access Service (“DAAS”). DAAS allows CLPs’ end users to obtain telephone listing  
12 information from BellSouth. CLPs also have access to BellSouth’s Directory Assistance  
13 Call Completion (DACC) service, which gives the CLP’s end user the option to have a  
14 call to BellSouth’s DA service completed automatically. Facilities-based CLPs obtain  
15 access to these services through trunks connecting the CLP’s point of interface to  
16 BellSouth’s DA platform.  
17

18 Q. ARE CLPS USING DAAS AND DACC?  
19

20 A. Yes. As of February 28, 2001, CLPs in North Carolina had 404 directory assistance  
21 trunks in place between those CLPs’ switches and BellSouth’s DA platform. In  
22 BellSouth’s nine-state region, there were 2,861 such directory assistance trunks in place  
23 serving CLPs. In BellSouth’s nine-state region, 30 CLPs were purchasing DAAS and 41  
24 CLPs were purchasing DACC from BellSouth as of February 28, 2001.  
25

1 Because methods and procedures have long been in place to allow other carriers, such as  
2 independent LECs, access to BellSouth's DAAS and DAAC services, the necessary  
3 methods and procedures for obtaining such access by CLPs are business as usual for  
4 BellSouth.

5  
6 Q. DOES BELL SOUTH PROVIDE CLPS WITH ACCESS TO BELL SOUTH'S  
7 SUBSCRIBER LISTING INFORMATION FOR CLPS TO ESTABLISH THEIR OWN  
8 DIRECTORY ASSISTANCE SERVICES?

9  
10 A. Yes. BellSouth provides CLPs and other service providers with access to BellSouth's  
11 Directory Assistance Database Service ("DADS"), which allows CLPs to use BellSouth's  
12 subscriber listing information to set up their own directory assistance services. *See* ICG  
13 Agmnt., Att. 2 § 8.4. BellSouth also provides CLPs and other service providers with  
14 Direct Access to Directory Assistance Services ("DADAS"), which gives CLPs direct  
15 access to BellSouth's DA database so that CLPs may provide directory assistance  
16 services. *See* Intermedia Agmnt., Att. 2, § 10.6. BellSouth currently provides both  
17 DADS and DADAS to CLPs themselves and to various third-party service providers  
18 which, in turn, furnish the service to CLPs. Database information is available to CLPs in  
19 magnetic tape format, cartridge tape format, and where the CLP has electronic  
20 connectivity, in network data mover (NDM) format.

21  
22 All information contained in BellSouth's listing database for its own end users, CLPs'  
23 end users, and independent LECs' end users is available to competitive carriers in the  
24 same manner as it is available to BellSouth itself. BellSouth is fully compliant with  
25 Section 51.217(c)(3)(i) of the FCC's rules.

1 Q. ARE CLPS ACCESSING BELL SOUTH'S DIRECTORY DATABASES?

2  
3 A. Yes. As of January 31, 2001, seven (7) service providers were using BellSouth's North  
4 Carolina subscriber listings, via DADS, to provide DA service and third party listing data  
5 to end users. Eleven service providers were using DADS across BellSouth's nine-state  
6 region as of that same date. As of January 31, 2001, two (2) service providers in the  
7 region were using DADAS to provide the service to CLPs.  
8

9 Q. DESCRIBE BELL SOUTH'S INTERCEPT SERVICE OFFERING.

10  
11 A. CLPs also have access to BellSouth's intercept service, which refers calls from a  
12 disconnected or non-working number to an appropriate announcement. Facilities-based  
13 CLPs obtain access to BellSouth's intercept service through a dedicated trunk facility.  
14 As of February 28, 2001, BellSouth had provided CLPs in North Carolina with 24  
15 intercept trunks. In BellSouth's nine-state region, BellSouth had provided 172 intercept  
16 trunks to CLPs as of that same date. Because methods and procedures have long been in  
17 place to allow other carriers, such as independent LECs, access to BellSouth's intercept  
18 service, the necessary methods and procedures for obtaining such access by CLPs are  
19 business as usual for BellSouth.  
20

21 Q. DESCRIBE BELL SOUTH'S OPERATOR CALL PROCESSING SERVICES  
22 OFFERING.  
23

24 A. Operator call processing, which allows CLPs to obtain both live operator and mechanized  
25 functionality, is available from BellSouth. *See Intermedia Agmnt., Att. 2, § 10.2; ICG*

1 Agmnt., Att. 2, §8.2. BellSouth call processing includes: Call Assistance and Call  
2 Completion services; Alternate Billing Services such as third number billing, calling card  
3 billing, and collect call handling; verification and interruption of a busy line; and operator  
4 transfer service. Facilities-based CLPs can obtain access to BellSouth's operator call  
5 processing by connecting their point of interface via a trunk group to BellSouth's  
6 operator services system.

7  
8 Q. ARE CLPS ACCESSING BELL SOUTH'S OPERATOR SERVICES?

9  
10 A. Yes. As of February 28, 2001, BellSouth had provided CLPs in North Carolina with 385  
11 operator services trunks. Across its nine-state region, BellSouth had provided CLPs with  
12 2,855 operator services trunks as of that same date. In North Carolina, BellSouth had  
13 provided CLPs with 66 verification trunks as of February 28, 2001. Across its nine-state  
14 region, BellSouth had provided CLPs with 487 verification trunks as of that same date.  
15 Because methods and procedures have long been in place to allow other carriers, such as  
16 independent LECs, access to BellSouth's operator call processing, such access by CLPs  
17 is considered business as usual for BellSouth.

18  
19 Q., CAN INFORMATION CONCERNING CLPS' END USER CUSTOMERS BE  
20 ENTERED INTO OR CORRECTED IN BELL SOUTH'S DIRECTORY ASSISTANCE  
21 AND OPERATOR SERVICES DATABASES?

22  
23 A. Yes. BellSouth will update CLP end user listings equal to the service it provides to itself  
24 and its end users. *See TriVergent Agmnt., Att. 2, § 11.3.2.2.* BellSouth's procedures for  
25 updating and maintaining the DA and OS databases for BellSouth's end user subscribers

1 are described in the Affidavit of Mr. Doug Coutee, Attachment C. As described by Mr.  
2 Coutee, procedures for both CLP subscribers and BellSouth subscribers are performed in  
3 a similar and nondiscriminatory manner.  
4

5 **DISAGGREGATION OF PERFORMANCE DATA FOR DIRECTORY**

6 **ASSISTANCE/OPERATOR SERVICES**  
7

8 Q. DO BELLSOUTH'S PERFORMANCE MEASUREMENTS FOR DIRECTORY  
9 ASSISTANCE/OPERATOR SERVICES SUFFICIENTLY DEMONSTRATE  
10 NONDISCRIMINATION?  
11

12 A. Yes. In the *Second Louisiana Order*, the FCC stated that in future applications,  
13 BellSouth needed either to disaggregate its performance data for directory assistance and  
14 operator services between wholesale and retail, or explain why such disaggregation is  
15 unnecessary to show nondiscrimination. *Second Louisiana Order*, ¶ 245. Because  
16 BellSouth's provision of directory assistance and operator services to CLPs is parity by  
17 design, disaggregation of performance measurements for these services is unnecessary.  
18

19 To demonstrate this fact, I directed the preparation of exhibits that describe the routing  
20 and handling of operator services and directory assistance calls. Exhibit WKM-7  
21 describes the processing of such calls by TOPS and its associated Queuing Management  
22 System ("QMS"). This exhibit was prepared by BellSouth subject matter experts  
23 responsible for staff support for BellSouth departmental operations in these two areas. I  
24 also obtained an affidavit from one of BellSouth's major suppliers of hardware and  
25 associated software systems for these two areas, Nortel, Inc. This affidavit, which is



1 attached to my testimony as Exhibit WKM-8 validates the accuracy of the exhibit as well  
2 as my overview of it contained herein.

3  
4 Q. EXPLAIN WHY DISAGGREGATION OF PERFORMANCE DATA IS  
5 UNNECESSARY.

6  
7 A. Exhibit WKM-6 documents the flow of service orders from various sources (BellSouth  
8 Retail Units, CLP resale, CLP UNE, and CLP UNE and resale with customized call  
9 routing). As this exhibit demonstrates, the flow of the service order is precisely the same  
10 regardless of the source of the service order. Universal Service Order Codes ("USOCs")  
11 on the service orders are used to establish switch translations that provide dial tone and  
12 various service features listed on each service request. The exact same list of USOCs,  
13 with the exception of four unique provisioning USOCs used for UNEs, is used on both  
14 BellSouth and CLP orders to describe various features and functions. If the service order  
15 being processed is for a CLP, it contains a special four-digit Field Identifier Code  
16 ("FID") that ultimately identifies the CLP to the billing system. However, the FID is not  
17 input to the switch. Thus the switch is "blind" as to whether a given end user customer is  
18 BellSouth's customer or a CLP's customer. The service orders enter a system called the  
19 Line Class Code Assignment Module ("LCCAM"). The LCCAM converts the USOCs  
20 assigned on service orders to a Line Class Code ("LCC") that identifies the routing and  
21 screening characteristics of the line to the switch. Nothing in the LCC distinguishes a  
22 BellSouth customer from a CLP customer. The LCC information flows into a computer  
23 system named MARCH. MARCH is a memory administration system that translates  
24 line-related service order data into switch provisioning messages and automatically  
25 transmits the messages to targeted stored program control switches. Routing, screening,

1 and trunking of calls by the switch are identical for lines containing identical LCCs.  
2 Therefore, it is not necessary to perform measurements beyond this point in the process  
3 to demonstrate parity in the handling of operator services and directory assistance calls.  
4 The diagrams attached to Exhibit WKM-6 clearly show that the LCCAM to MARCH  
5 handoff merges traffic from all sources into a single flow determined solely by LCCs.  
6

7 **BRANDING**

8  
9 Q. WHAT BRANDING OPTIONS DOES BELLSOUTH PROVIDE TO CLPS?

10  
11 A. BellSouth offers four service levels of branding to CLPs when CLPs order Directory  
12 Assistance and/or Operator Call Processing. The options are: BellSouth branding;  
13 unbranded; custom branding; and self-branding. BellSouth branding is the default  
14 service level. Unbranded, custom branding and self-branding are all provided via  
15 customized routing. BellSouth will complete its deployment of OLNS in North Carolina  
16 by May 28, 2001. *See* ICG Agmnt., Att. 2, §8.3.5; TriVergent Agmnt., Att. 2, § 11.4.  
17 Unbranded and custom branding can also be provided via Originating Line Number  
18 Screening (OLNS).  
19

20 Q. HOW DOES BELLSOUTH ROUTE OPERATOR SERVICES AND DIRECTORY  
21 ASSISTANCE TRAFFIC FOR ITS OWN END USER CUSTOMERS?  
22

23 A. BellSouth routes its operator services or directory assistance traffic directly to a  
24 BellSouth Traffic Operator Position System (TOPS) platform rather than via a tandem  
25 switch. The operator services or directory assistance end office functions offered by

1 BellSouth, as part of its retail services, require dedicated trunk groups from BellSouth  
2 end offices to the TOPS platform.

3  
4 Q. PLEASE DESCRIBE THE OPERATION OF TOPS.

5  
6 A. Exhibit WKM-7 provides a complete description of TOPS call flow via the Queuing  
7 Management System ("QMS"). Calls are initially queued based on call origination type.  
8 For example, a determination is made whether the call originated from a public telephone  
9 or arrived at TOPS via a directory assistance trunk group. Next, calls are ordered based  
10 on whether or not they have previously received some form of automated treatment or  
11 operator handling. Then the calls are processed through six refinement tables to enable  
12 them to be handled by operator groups best equipped to handle specific types of calls.  
13 For example, this process routes directory assistance calls to directory assistance  
14 equipped TOPS positions while calls requiring fluency in a particular language are routed  
15 to operators with skills in that language. Finally, the calls are routed to queues based on  
16 such factors as the age of the call, equipment availability, and force management  
17 considerations.

18  
19 Q. HOW DOES TOPS TREAT CALLS FROM CLP END USER CUSTOMERS?

20  
21 A. CLPs' customers' calls to BellSouth's TOPS platform are handled in a nondiscriminatory  
22 manner at parity with the treatment of calls from BellSouth's retail customers. The  
23 TOPS system does not distinguish between calls made by BellSouth end users and calls  
24 made by CLP end users. Thus, the system represents parity by design.

1 Exhibit WKM-8 contains affidavits prepared by Mr. Robert Summers, Jr., Mr. William  
2 Greytock, and Mr. David C. Thompson, all of Nortel Networks, pertaining to operation of  
3 the TOPS and QMS systems. Nortel is the supplier of BellSouth's TOPS platform. Their  
4 affidavits confirm that BellSouth's processes for the handling of calls to operator services  
5 are nondiscriminatory.  
6

7 Q. DOES BELLSOUTH PERMIT A CLP TO ROUTE ITS OPERATOR SERVICES OR  
8 DIRECTORY ASSISTANCE TRAFFIC TO ITS OWN OPERATOR SERVICES OR  
9 DIRECTORY ASSISTANCE PLATFORMS?  
10

11 A. Yes. The CLP may wish to route calls to its own operator or directory assistance  
12 platform for branding purposes. As discussed in Exhibit WKM-6, customized routing is  
13 ordered by use of a FID that is then converted by LCCAM, as discussed above, into an  
14 LCC for use by the switch. Once this conversion occurs, the switch's processor routes  
15 the call based on the assigned LCC rather than on the basis of whether the LCC is a  
16 "BellSouth LCC" or a "CLP LCC". If the LCC denotes that the call is to be routed to an  
17 operator services platform other than BellSouth's operator services platform, then the  
18 provisioning of the trunk group to the CLP's choice of operator services platform is the  
19 responsibility of the CLP. Under this scenario, the CLP will have the option of treating  
20 the calls in any fashion it wants because the calls will be directed to the CLP's (or third  
21 party providers) platform. The diagram for example 3 of the attachments to Exhibit  
22 WKM-6 depicts the call processing flow of calls using customized routing.  
23

1 Q. DOES BELLSOUTH PROVIDE CLPS WITH THE ABILITY TO APPLY UNIQUE  
2 BRANDING IN COMPLIANCE WITH THE FCC'S REBRANDING  
3 REQUIREMENTS?  
4

5 A. Yes. In the *Second Louisiana Order*, the FCC stated that BellSouth must demonstrate  
6 that its method of providing branding results in nondiscriminatory access. *Second*  
7 *Louisiana Order*, at ¶ 247. BellSouth provides CLPs the ability to apply unique  
8 branding via the customized routing methods discussed in my testimony under Checklist  
9 item 6 and the OLNS method described below.  
10

11 Under the LCC method of customized routing, calls are directed at the end office switch  
12 to the requested OS/DA platform over dedicated trunks. Dedicated trunks are required  
13 because of the technical limitations of the switches. To the extent that CLPs choose the  
14 same OS/DA platform and the same branding (or unbranding) of calls, CLPs may share  
15 transport between the end office switch and the platform. A CLP's use of line class  
16 codes to reach an OS/DA platform is the same as BellSouth's use of line class codes to  
17 reach its TOPS platform, and thus BellSouth's provision of customized routing is  
18 nondiscriminatory.  
19

20 Under the AIN method of customized routing, calls are sent to an AIN hub that performs  
21 the database query. AIN uses centralized databases to determine routing instructions  
22 rather than have the same determination made at the end office switch level. In this  
23 arrangement, CLPs may share transport between BellSouth's end office switch to the  
24 AIN hub. Moreover, CLPs who opt for the same branding (or unbranding) of their traffic  
25 and whose traffic is sent to the same OS/DA platform can likewise share trunk groups

1 between the AIN hub and that OS/DA platform.

2  
3 Q. DESCRIBE BELL SOUTH'S OFFERING OF OPERATOR LINE NUMBER  
4 SCREENING (OLNS).

5  
6 A. OLNS is method of providing customized branding in addition to the LCC and AIN  
7 methods described earlier in this testimony. OLNS provides a means of making  
8 information available to the OS/DA platform about the end user originating a telephone  
9 call. This information may be used to determine things such as end user's local service  
10 provider and that local service provider's branding preferences. OLNS functionality  
11 makes originating line information available to the OS/DA platform via centralized  
12 databases. In other words, OLNS allows end users' calls to proceed from the end office  
13 switches to BellSouth's OS/DA platform over common trunk groups (that is, a single  
14 trunk group between an end office switch and the OS/DA platform carrying multiple  
15 service providers' traffic including calls from BellSouth's retail customers). Once the  
16 call arrives at the OS/DA platform, OLNS is used to "look up" the telephone number of  
17 the calling party in its database to determine whether and how to brand a call from that  
18 particular end user.

19  
20 BellSouth completed its deployment of OLNS in Georgia on December 31, 2000.

21 BellSouth had earlier informed CLPs of this deployment in a carrier notification on  
22 BellSouth's interconnection website dated December 22, 2000. The current deployment  
23 schedule calls for OLNS availability to CLPs in North Carolina by May 28, 2001 and in  
24 the rest of BellSouth's region by July 13, 2001.

1 **CHECKLIST ITEM 8: WHITE PAGES LISTINGS**

2  
3 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 8.

4  
5 A. Checklist Item 8 requires that BellSouth's interconnection offerings include directory  
6 listings in BellSouth's white pages directory for customers served by a CLP. BellSouth  
7 has long made its white pages listing capabilities available to independent LECs and  
8 other service providers. Because methods and procedures have been in place to allow  
9 other carriers access to BellSouth's white pages listing capabilities for many years, the  
10 necessary methods and procedures pursuant to which CLPs may obtain such listings are  
11 business as usual for BellSouth. The white pages listings will include the subscriber's  
12 name, address and telephone number. Both the Commission in the *1998 Order* and the  
13 FCC in the *Second Louisiana Order* found BellSouth in compliance with this checklist  
14 item. BellSouth's actions and performance are consistent with its previous showing on  
15 this checklist item and nothing material has changed since 1998 that should cause the  
16 Commission to reach a different conclusion than it reached in the *1998 Order*. Thus, the  
17 Commission should reaffirm that BellSouth is in compliance with Checklist item 8.

18  
19 The Affidavit of Mr. Rook Barretto, attached hereto as Attachment D, describes the flow  
20 of orders received for the production of white pages directories and how this process is  
21 accomplished for both BellSouth's listings and CLPs' listings.

22  
23 **CHECKLIST ITEM 9: NUMBER ADMINISTRATION**

24  
25 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 9.

1 A. During February 1998, Lockheed-Martin assumed the North American Numbering Plan  
2 Administrator (NANPA) functions previously provided by Bell Communications  
3 Research, Inc. (Bellcore), now Telcordia Technologies, Inc. This did not include the  
4 central office code assignment and Numbering Plan Administration (NPA) relief  
5 planning functions that continued to be performed by the dominant ILEC serving the  
6 particular geographic territory until a transition plan could be finalized to transfer these  
7 functions to Lockheed-Martin. The central office code assignment function was  
8 transferred to Lockheed-Martin region-by-region through an industry accepted transition  
9 plan. In BellSouth's region, that transition began July 6, 1998, and concluded August 14,  
10 1998. At this time, BellSouth no longer performs the central office code assignment  
11 function. NeuStar assumed all NANPA responsibilities on November 17, 1999 when the  
12 FCC approved the transfer of Lockheed-Martin's Communication Industry Service  
13 division to NeuStar.

14  
15 Q. DOES BELL SOUTH HAVE ANY RESPONSIBILITY FOR NPA RELIEF PLANNING  
16 NOW?

17  
18 A. No. NeuStar also assumed responsibility for NPA relief planning. When BellSouth was  
19 responsible for NPA relief planning and as an NPA was found to be in jeopardy of  
20 exhausting before a NPA relief plan could be implemented, the BellSouth Central Office  
21 Code Administration Center implemented code conservation measures complying with  
22 consensus decisions of the local industry as reached in one or more Industry Jeopardy  
23 Meetings. NANPA now has the responsibility for jeopardy declaration in a NPA.  
24



1 Q. PLEASE DESCRIBE BELLSOUTH'S ACTIONS PRIOR TO THE TIME NPA RELIEF  
2 PLANNING WAS TRANSFERRED TO NEUSTAR.

3  
4 A. While serving as the Central Office Code Administrator for its territory, BellSouth  
5 maintained neutrality in performing the code administration functions and ensured that  
6 CLPs had nondiscriminatory access to telephone numbers for assignment to their  
7 customers. BellSouth adhered to the code administration guidelines published by the  
8 Industry Numbering Council (INC), a national industry body under the Carrier Liaison  
9 Committee (CLC), sanctioned by the Alliance for Telecommunications Industry  
10 Solutions (ATIS). INC documents, including final documents, completed guidelines, and  
11 issue resolutions in final closure, are readily accessible via the Internet, at ATIS's website  
12 (<http://www.atis.org>). These guidelines provide instructions to all service providers,  
13 including CLPs, on how to request and have NPA/NXX codes assigned. BellSouth  
14 established procedures to provide nondiscriminatory NXX code assignments to CLPs that  
15 conform to the INC standards. Pursuant to these procedures, as of August 19, 1998,  
16 BellSouth had assigned 2,141 NPA/NXX codes for CLPs in its nine-state region. Other  
17 than when faced with imminent NPA exhaustion, BellSouth did not refuse any CLP  
18 requests for NPA/NXX code assignments, either in North Carolina or in BellSouth's  
19 nine-state region.

20  
21 Q. DOES BELLSOUTH HAVE ANY RESPONSIBILITY FOR THE ASSIGNMENT OF  
22 NPA/NXX CODES NOW?

23  
24 A. No. Since NeuStar assumed the Central Office Code Administration function, BellSouth  
25 no longer has any responsibility for the administration or assignment of central office

1 codes (NXXs) to CLPs or any other telecommunications service provider. BellSouth  
2 follows the Central Office Code (NXX) Assignment Guidelines developed by the INC in  
3 submitting NXX code requests to NANPA, entering code information into the  
4 appropriate national databases, activating NXX codes assigned to any service provider in  
5 BellSouth's territory, making available BellSouth NXX codes that are no longer in use,  
6 and all other areas covered by these and other appropriate industry guidelines. It is now  
7 NANPA's responsibility to supply competitively neutral number administration services  
8 and to ensure that all service providers have equal and non-discriminatory access to  
9 telephone numbers.

10  
11 Q. WHAT RESPONSIBILITIES DOES BELLSOUTH NOW HAVE WITH REGARD TO  
12 THE ACTIVATION OF NXX CODES WITHIN ITS NETWORK?

13  
14 A. BellSouth responded to CLP concerns about accurate and timely activation of NXX  
15 codes by establishing, effective May 15, 1998, its NXX activation Single Point of  
16 Contact ("SPOC") to provide assistance to CLPs and Independent LECs. The NXX  
17 SPOC processes requests for NXX activity coordination, and provides information  
18 concerning BellSouth's architecture arrangements, assistance in trouble resolution for  
19 code activation, and assistance in preparing the Code Request. If a CLP or independent  
20 LEC intends to interconnect directly with BellSouth, or if interconnection arrangements  
21 with BellSouth are already in place, the CLP or independent LEC should send to  
22 BellSouth a courtesy copy of its Central Office Code Request in conjunction with the  
23 submission of its CO Code Request to the NANPA (NeuStar). If the CLP gives  
24 BellSouth a copy of its Central Office Code Request, BellSouth is better able to activate  
25 the Central Office Code in BellSouth's network.

1 Among other functions, the NXX SPOC coordinates the activation of CLP NXX codes  
2 and provides a trouble-reporting center for CLP code activation. Since its establishment  
3 in mid-1998, the NXX SPOC has operated successfully in keeping NXX activation  
4 problems to a minimum. The NXX SPOC provides CLPs with a positive report on the  
5 activation of all of the CLPs' NXX codes that are activated in BellSouth's network. If  
6 requested by the CLP, a written response is provided to the CLP when BellSouth's  
7 Complex Translations Group has provisioned the NPA/NXX in the appropriate BellSouth  
8 switches and BellSouth has completed mechanized Automatic Message Accounting  
9 ("AMA") testing and validation. Since it began operation, BellSouth's NXX SPOC has  
10 tracked the provisioning and testing of approximately 4,300 NXXs for facility-based  
11 CLPs and Independent Telephone Companies. BellSouth has never charged CLPs or  
12 LECs for NPA/NXX codes.

13  
14 Q. WHAT INFORMATION DOES BELLSOUTH FURNISH TO NEUSTAR WITH  
15 RESPECT TO NUMBER RESOURCES?

16  
17 A. BellSouth furnishes certain data to NeuStar with respect to number resources. For  
18 example, BellSouth provides the following: (1) Number Resource Utilization Forecast  
19 (NRUF) Report – BellSouth prepares a NRUF Report and forwards it to NeuStar  
20 pursuant to FCC directives. NeuStar uses the NRUF Reports from all carriers to estimate  
21 when all NPAs will exhaust; (2) Part 1 CO Code Request Form and Months-To-Exhaust  
22 Worksheet – when BellSouth requests a new CO code assignment for growth from  
23 NeuStar CO Code Administration, BellSouth submits a Part 1 CO Code Request Form  
24 and Months-To-Exhaust Worksheet that shows when the existing supply of telephone  
25 numbers in the CO will exhaust; (3) Part 4 – New CO codes must be put to work within

1 six months of being or assigned or must be returned to NeuStar. BellSouth notifies  
2 NeuStar that an NXX code has been put to work by furnishing NeuStar with a Part 4.  
3

4 **CHECKLIST ITEM 10: ACCESS TO DATABASES AND ASSOCIATED SIGNALING**  
5

6 Q. DESCRIBE BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM 10.  
7

8 A. This checklist item obligates BellSouth to provide:  
9

- 10 • Nondiscriminatory access to databases and associated signaling necessary for call  
11 routing and completion. 47 U.S.C. § 271(c)(2)(B)(x).
- 12 • Nondiscriminatory access to signaling networks and call-related databases. 47  
13 C.F.R. § 51.319(e).  
14

15 Both the Commission in its *1998 Order*, and the FCC in its *Second Louisiana Order*,  
16 found that BellSouth was in compliance with this checklist item. BellSouth's actions and  
17 performance are consistent with its previous showing on this checklist item and nothing  
18 material has changed since 1998 that should cause the Commission to reach a different  
19 conclusion than it reached in the *1998 Order*.  
20

21 Q. GENERALLY DESCRIBE THE ACCESS BELLSOUTH PROVIDES TO ITS  
22 DATABASES AND SIGNALING NETWORKS.  
23

24 A. BellSouth employs the same relevant systems, processes, and procedures in North  
25 Carolina as in Louisiana, which the FCC held were providing nondiscriminatory access

1 to signaling and call-related databases. BellSouth provides nondiscriminatory access to  
2 its signaling networks, including Signal Transfer Points (STP), Signaling Links, Service  
3 Control Points (SCPs), Line Information Database (LIDB), Toll Free Number Database,  
4 Advanced Intelligent Network (AIN) Toolkit, and the AIN method for Customized  
5 Routing. In addition, BellSouth also provides access to the Local Number Portability  
6 (LNP) database and the Calling Name (CNAM) database.

7  
8 BellSouth provides nondiscriminatory access to its call-related databases and associated  
9 signaling as evidenced by the millions of queries that BellSouth's call-related databases  
10 have successfully handled for CLPs, interexchange carriers, and other incumbent local  
11 exchange carriers. BellSouth provides CLPs access to BellSouth's signaling network  
12 either directly, or through third party service providers, whichever the CLP elects.  
13 BellSouth's provision of the AIN method for customized routing is described earlier in  
14 my testimony.

15  
16 **SIGNALING NETWORKS**

17  
18 Q. DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO ITS SIGNALING LINKS  
19 AND SIGNAL TRANSFER POINTS.

20  
21 A. BellSouth provides nondiscriminatory access to its signaling network, including  
22 Signaling Links and Signal Transfer Points (STPs) on an unbundled basis. 47 C.F.R. §  
23 51.319(e)(1)(i); *See* ICG Agmnt., Att. 2, § 7.0; TriVergent Agmnt., Att. 2, §§ 12,13.  
24 Signaling networks enable CLPs to send signals between its switches (including  
25 unbundled switching elements), between its switches and BellSouth's switches, and

1 between its switches and those third party networks with which BellSouth's signaling  
2 network is connected. BellSouth provides Signaling System 7 (SS7) network service to  
3 CLPs for their use in furnishing SS7-based services to their own end users or to the end  
4 users of another CLP that has subtended its STP to the signaling network of the  
5 interconnecting CLP. *See* SGAT, § X. This arrangement permits CLPs to use  
6 BellSouth's SS7 signaling network for signaling between the CLPs' switches, between  
7 the CLPs' switches and BellSouth's switches, and between the CLPs' switches and the  
8 networks of other parties connected to BellSouth's SS7 network. Because all unbundled  
9 switching elements are provided on switches that BellSouth uses to provide service to its  
10 own customers, all signaling functions are identical. 47 C.F.R. § 51.319(e)(1)(iii); *see*  
11 *Intermedia Agmnt.*, Att. 2, § 11, *see e.g.* *ICG Agmnt.*, Att. 2, § 7.2.2.8.

12  
13 The Signaling Link between the CLP's switch and BellSouth's STP is an unbundled  
14 network element that CLPs can order by contacting their assigned account team  
15 representative at BellSouth. The representative then arranges the set-up for the CLP.  
16 When a CLP purchases unbundled switching from BellSouth, BellSouth will provide  
17 access to its signaling network in the same manner as it provides such access for itself.

18  
19 BellSouth's SS7 network provides dedicated two-way signaling links that interconnect  
20 BellSouth's STP locations and CLP's Signaling Points at Signaling-Point-of-Interface  
21 (SPOI) locations. SGAT, § X.A. The SS7 network consists of STP Port Termination(s)  
22 for CLP signaling and STP Interconnection Facility (also called Signaling Links). The  
23 port terminations consist of port connections operating at 56 Kilobits per second (56  
24 Kb/s) transmission facilities on BellSouth's STP. The STP Interconnection Facility is the  
25 transmission facility which lies between the multiplexing hub, which demultiplexes the

CLP's 56 Kb/s transmission from DS1 transmission facilities, and the STP port. 47  
C.F.R. § 51.319(e)(1)(ii); ICG Agmnt., Att. 2, § 7.0.

STPs are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. CLPs may use BellSouth's SS7 signaling network for signaling between their switches, between their switches and BellSouth's switches, and between their switches and the networks of other parties connected to the BellSouth SS7 network. STPs also provide access to other network elements connected to the BellSouth SS7 network including: 1) BellSouth-provided local end office switching or tandem switching; 2) BellSouth-provided Service Control Points (SCPs) or databases; 3) third-party provided local end office switching or tandem switching; and 4) third-party provided SCPs or databases. *See* TriVergent Agmnt., Att. 2, § 13.0;

Q. DOES BELLSOUTH PROVIDE SS7 NETWORK INTERCONNECTION?

A. Yes. SS7 Network Interconnection is the interconnection of the CLP's local STPs and CLP's local end office or tandem switching systems with BellSouth's STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth's switching systems and databases, CLP's local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network. SS7 network interconnection provides CLPs with connectivity to all components of the BellSouth SS7 network. *See* Intermedia Agmnt., Att. 3, § 1.0.

Q. IS ACCESS TO BELLSOUTH'S SIGNALING NETWORK AVAILABLE?

1 A. Yes. BellSouth's signaling service is available as evidenced by the fact that, as of April  
2 5, 2001, nine (9) CLPs had directly connected to BellSouth's signaling network in North  
3 Carolina. Additional facilities-based CLPs may obtain access to BellSouth's signaling  
4 network as described above and in BellSouth's tariff (FCC No. 1). Because neither  
5 BellSouth's switch nor STP distinguish between BellSouth's end users and the end users  
6 of resellers, BellSouth does not know how many queries have been made to BellSouth's  
7 databases from the end users of resellers.

8  
9 **CALL-RELATED DATABASES**

10  
11 Q. DESCRIBE THE CALL-RELATED DATABASES BELLSOUTH OFFERS ON AN  
12 UNBUNDLED BASIS.

13  
14 A. Section 51.319(e)(2)(ii) of the FCC Rules set forth certain call-related databases to  
15 which BellSouth must offer access on an unbundled basis. Consistent with that rule,  
16 BellSouth provides access to its Line Information Database (LIDB), Toll Free Number  
17 Database, Local Number Portability database, Calling Name Delivery (CNAM)  
18 Database, Advanced Intelligent Services Feature Database, as well as the 911 and E911  
19 databases. See, SGAT § X.A.3.d.

20  
21 Q. DOES BELLSOUTH PROVIDE ACCESS TO ITS SERVICE CONTROL POINTS?

22  
23 A. Yes. A Service Control Point ("SCP") is a specific type of Network Element where call  
24 related databases can reside. SCPs deployed in a SS7 network execute service  
25 application logic in response to SS7 queries sent to them by a switching system also



1 connected to the SS7 network. SCPs also provide operational interfaces to allow for  
2 provisioning, administration and maintenance of subscriber data and service application  
3 data. CLPs may use either Feature Group D or SS7 signaling for interconnecting with  
4 BellSouth's network. *See Covad Agmnt., Att. 2, p. 39; Interconnection Agreement*  
5 *Between BellSouth and Time Warner ("Time Warner."), Att. 2, § 13.*  
6

7 Q. DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO ITS LIDB DATABASE.  
8

9 A. The LIDB is a transaction-oriented database accessible through Common Channel  
10 Signaling (CCS) networks such as BellSouth's SS7 network. It contains records  
11 associated with end user line numbers and Special Billing Numbers. BellSouth's region-  
12 wide LIDB processed more than 1.5 billion queries from CLPs and others during the  
13 period from January 1997 through December 2000. Access to the LIDB is at present  
14 through a third party "signaling hub" provider or interexchange carrier directly connected  
15 to BellSouth's signaling network. LIDB queries are billed to the third party "signaling  
16 hub" provider or interexchange carrier, not the CLP. CLPs can access the LIDB database  
17 once the CLP puts required signaling links in place. *See Time Warner Agmnt., Att. 2, §*  
18 *13.4; TriVergent Agmnt., Att. 2 § 14.4.* Carriers may update customer information  
19 contained in BellSouth's LIDB in substantially the same time and manner as BellSouth's  
20 retail operations.  
21

22 Q. DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO ITS CNAM SERVICE.  
23

24 A. CNAM service enables the called end user to identify the calling party by a displayed  
25 name before the call is answered (often referred to as a "caller ID" service). BellSouth

1 will provide all requesting CLPs nondiscriminatory access to its CNAM Service  
2 Database. *See* Time Warner Agmnt., Att. 2, § 13.8; Covad Agmnt., Att. 2, p. 47. When a  
3 CLP purchases unbundled local switching from BellSouth, the access to the CNAM  
4 database will be identical to that used by BellSouth in the same switch. 47 C.F.R.  
5 § 51.319(e)(2)(iii).  
6

7 The calling party's name, date, and time of the call are retrieved from the SCP database  
8 and delivered to the end user's premises between the first and second ring for display on  
9 compatible customer premise equipment. CNAM Service Query is BellSouth's service  
10 that allows a CLP to query BellSouth's Calling Name database.  
11

12 When a CLP operates its own switching center, access to the CNAM database is obtained  
13 through the SS7 network. The CLP accesses the SCP through the BellSouth STP or by  
14 connecting the CLP's STP to the BellSouth STP and then to the BellSouth SCP. CLPs  
15 that deploy their own switching facilities are able to access BellSouth's SS7 network for  
16 each of their switches through a signaling link between their switches and BellSouth's  
17 STP in the same manner as BellSouth connects its own switches to the STP. The same  
18 features, functions, and capabilities are available to the CLP as are available to BellSouth.  
19 47 C.F.R. §51.319(e)(2)(iv).  
20

21 Q. IS CNAM AVAILABLE TO CLPS?  
22

23 A. Yes. As of April 1, 2001, BellSouth has over 70 CNAM database customers, consisting  
24 of both CLP and independent LECs, across BellSouth's nine-state region.  
25

1 Q. DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO ITS TOLL FREE NUMBER  
2 AND NUMBER PORTABILITY DATABASE.  
3

4 A. The SGAT and BellSouth's North Carolina's PSC-approved agreements provide the  
5 terms and conditions for nondiscriminatory access to BellSouth's Toll Free Number and  
6 Number Portability Database. *See* Time Warner Agmnt., Att. 2, § 13.5; TriVergent  
7 Agmnt., Att. 2, §14.5. Access to the Toll Free Number and Number Portability  
8 Databases allows a CLP to access BellSouth's Toll Free Number and Number Portability  
9 databases for the purpose of switch query and database response. The Toll Free Number  
10 Database provides the CLP information required to determine the appropriate routing to a  
11 toll free number such as an 800 or 888 number.  
12

13 The Number Portability Database comes in two forms. The Routing service, which is a  
14 default porting service (if a company does not sign up for a query service, it will  
15 automatically use the Routing service to port calls) is available to any company and no  
16 registration is necessary. The Query service is available to any company as well, but a  
17 three-page form must be completed and returned to BellSouth. The differences between  
18 the two services is that the query service is about one-fourth of the cost of the routing  
19 service. No contracts are necessary for either service. Additional information on both  
20 LNP database services is available at:

21 [http://www.interconnection.bellsouth.com/products/vertical/LNP\\_Query.html](http://www.interconnection.bellsouth.com/products/vertical/LNP_Query.html); and  
22 [http://www.interconnection.bellsouth.com/products/vertical/LNP\\_Call\\_Routing.html](http://www.interconnection.bellsouth.com/products/vertical/LNP_Call_Routing.html).  
23

1 When a CLP purchases unbundled local switching from BellSouth, it has exactly the  
2 same access as BellSouth to BellSouth's Toll Free Number and Number Portability  
3 database. See Intermedia Agmnt., Att. 2, § 13.5.  
4

5 BellSouth offers three different types of access to the BellSouth Toll Free Number and  
6 Number Portability databases. The first type of access allows a CLP whose switches are  
7 SS7 capable to attach those switches to BellSouth's STPs and then to the BellSouth Toll  
8 Free Number and Number Portability databases. See SGAT, § X.A.  
9

10 The second option is for a CLP whose switches are SS7 capable to attach those switches  
11 to a third party's STPs. These STPs would be attached to BellSouth's STPs and then to  
12 BellSouth's Toll Free Number and Number Portability databases. See SGAT, § X.A. A  
13 CLP can use Feature Group D for calls using information retrieved from BellSouth's  
14 databases.  
15

16 The third option allows access by a CLP whose switches are not capable of supporting  
17 SS7 protocols. I am not aware of any requests from CLPs for such access, no doubt  
18 because the SS7 protocol has been used so extensively for many years that most, if not  
19 all, modern switching systems are SS7-capable. However, should a CLP make such a  
20 request, BellSouth would respond using the BFR process.  
21

22 All of the above features are available to a CLP and its customers in the same manner as  
23 provided by BellSouth to its own customers. When a CLP operates its own switching  
24 system, access to the databases will be obtained by using the SS7 network. 47 C.F.R. §  
25 51.319(e)(2)(iv).

1 When a CLP purchases unbundled local switching from BellSouth, the access to the Toll  
2 Free Number and Number Portability databases will be identical to that used by  
3 BellSouth in the same switch. 47 C.F.R. § 51.319(e)(2)(iii).  
4

5 Q. IS BELL SOUTH SUCCESSFULLY PROVIDING ACCESS TO ITS TOLL FREE  
6 NUMBER DATABASE?  
7

8 A. Yes. BellSouth has offered independent LECs and other service providers access to its  
9 Toll Free Number database for years. The necessary methods and procedures for  
10 obtaining such access by CLPs are business as usual for BellSouth. Moreover, the  
11 availability of these services is evidenced by the fact that, from January 1997 through  
12 February 28, 2001, CLPs and other service providers across BellSouth's nine-state region  
13 completed approximately 7.3 billion queries to BellSouth's Toll Free Number database.  
14 Additional facilities-based CLPs may obtain access to the database as described in  
15 BellSouth's tariff (FCC No. 1). Assuming the appropriate signaling links are in place,  
16 direct access to the database can be provided as determined through negotiations.  
17

18 Q. DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO THE AUTOMATIC  
19 LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS).  
20

21 A. The ALI/DMS Database contains end user information (including name, address,  
22 telephone information, and sometimes special information from the local service provider  
23 or end user) used to determine to which Public Safety Answering Point the call should be  
24 sent. BellSouth offers CLPs a data link to the ALI/DMS database or permits CLPs to

1 provide their own datalinks to the database. *See* Time Warner Agmnt., Att. 2, § 13.6;  
2 TriVergent Agmnt., Att. 2, §.14.6.

3  
4 Q. DESCRIBE BELL SOUTH'S AIN NETWORK ARCHITECTURE.

5  
6 A. AIN is a vendor-independent network architecture deployed by BellSouth that provides  
7 capabilities for creation of custom telecommunications services that are invoked by SS7  
8 messages (called "triggers") from a switch through the STP to a SCP database. AIN uses  
9 distributed intelligence in databases to control call processing and manage network  
10 information, rather than performing those functions at every switch. When a CLP  
11 purchases unbundled local switching from BellSouth, it has exactly the same access as  
12 BellSouth to BellSouth's AIN.

13  
14 AIN access provides CLPs the ability to create service applications utilizing BellSouth's  
15 AIN and deploy those applications via the BellSouth Service Management System  
16 ("SMS") in conjunction with BellSouth's SCPs. BellSouth provides access to its AIN  
17 SCP, or databases, through its AIN Toolkit and AIN SMS Access services. These  
18 services permit the CLP to create and deploy AIN services on a BellSouth SCP using a  
19 set of service creation tools provided by BellSouth. BellSouth uses these same tools to  
20 create and deploy AIN services in exactly the same manner as is available to CLPs. As  
21 set forth in BellSouth's SGAT, SMS access allows CLPs to provide AIN services from  
22 either BellSouth switches or the CLP's own switch. It also allows CLPs to create service  
23 applications using BellSouth's AIN service creation tools and to deploy those services  
24 using BellSouth's service management tools. CLPs will have the same access to SMS as  
25 BellSouth. *See* SGAT, § X.3.d.

1 Using BellSouth's AIN Toolkit, end user customers of the CLP may also access  
2 BellSouth-created AIN applications and/or CLP-created AIN applications residing in  
3 BellSouth's SCP via. 1) unbundled local switching purchased from BellSouth, or 2) a  
4 CLP's own switch that is connected to BellSouth's SS7 network via the SS7 network  
5 element. 47 C.F.R. § 51.319(e)(2)(iii), (iv) and § 51.319(e)(3)(C).  
6

7 BellSouth has tested its AIN Toolkit, which provides a CLP with the ability to create and  
8 offer AIN-service applications to the CLP's end users, as well as its AIN SMS Access,  
9 which provides a CLP with access to the BellSouth-provided service creation  
10 environment. The completion of test calls and the generation of billing records were part  
11 of the testing process that completed March 31, 1997. The testing confirmed that service  
12 orders flowed through BellSouth's systems properly and that accurate bills were  
13 rendered.  
14

15 BellSouth has made presentations to several CLPs interested in using AIN Toolkit to  
16 develop AIN applications that would run via BellSouth's AIN, and thus on BellSouth's  
17 switches. A CLP that wishes to access BellSouth's AIN service creation tools (that is,  
18 AIN Toolkit) for the first time could, however, do so in a matter of seven days provided  
19 that the CLP has an ISDN line and a personal computer.  
20

21 BellSouth provides access to the SMS associated with each of the databases described  
22 above in accordance with 47 C.F.R. § 51.319(e)(3). This gives CLPs the same access as  
23 BellSouth to develop and deploy AIN services using BellSouth's SMS. Requesting CLPs  
24 receive the information necessary to format data and enter the data correctly into the  
25 various databases using the associated SMS.

1 Q. DOES BELLSOUTH MAINTAIN ITS DATABASES IN ACCORDANCE WITH  
2 SECTION 222 OBLIGATIONS?  
3

4 A. Yes. All data in the above databases are maintained in accordance with §222 of the Act.  
5 47 C.F.R. § 51.319(e)(2)(vi).  
6

7 Q. WILL BELLSOUTH CONSIDER OTHER MEANS OF ACCESS TO ITS CALL-  
8 RELATED DATABASES?  
9

10 A. BellSouth will respond to requests for additional arrangements for access to call-related  
11 databases and associated signaling facilities through the bona fide request process.  
12

13 Q. PLEASE SUMMARIZE YOUR TESTIMONY ON CALL-RELATED DATABASES.  
14

15 A. In summary, as required by 47 C.F.R. § 51.319(e), BellSouth provides unbundled,  
16 nondiscriminatory access to its signaling networks, to its call-related databases used in  
17 signaling networks for billing and collection or the transmission, routing or other  
18 provision of telecommunications services, and to the associated SMS for each database.  
19 Each database is accessed through BellSouth's STPs by a requesting CLP in the same  
20 manner and via the same signaling links to the database that are used by BellSouth itself.  
21

22 Q. DESCRIBE BELLSOUTH'S PROVISION OF NONDISCRIMINATORY ACCESS TO  
23 SERVICE MANAGEMENT SYSTEMS.  
24



1 A. SMS is defined as a computer database or system not part of the public switched network  
2 that, among other things: (1) interconnects to the service control point and sends to that  
3 service control point the information and call processing instructions needed for a  
4 network switch to process and complete a telephone call; (2) provides  
5 telecommunications carriers with the capability of entering and storing data regarding the  
6 processing and completing of a telephone call. BellSouth provides access to the SMS  
7 associated with each of the databases described above in accordance with 47 C.F.R. §  
8 51.319(e)(3). Requesting carriers are provided with the information necessary to format  
9 data and enter it into the various databases using the associated SMS. Carriers have the  
10 same access as BellSouth to develop AIN services using SMS. All data in the databases  
11 described above is maintained in accordance with § 222 of the Act.

12  
13 **CHECKLIST ITEM 11: SERVICE PROVIDER NUMBER PORTABILITY**  
14

15 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 11.  
16

17 A. Section 271(2)(B)(xi) requires that BellSouth generally offer "until the date by which the  
18 Commission issues regulations pursuant to section 251 to require number portability,  
19 interim telecommunications number portability through remote call forwarding, direct  
20 inward dialing trunks, or other comparable arrangements, with as little impairment of  
21 functioning, quality, reliability, and convenience as possible. After that date, full  
22 compliance with such regulations." BellSouth provides interim number portability in  
23 accordance with these requirements. *See Intermedia Agmnt., Att. 5, § 3.0. In the 1998*  
24 *Order*, the Commission found that BellSouth provided interim number portability in  
25 accordance with these requirements. BellSouth continued to offer interim number

1 portability until March 31, 2000, when BellSouth began offering CLPs Long Term  
2 Number Portability (LNP) on over 99% of BellSouth's access lines in North Carolina.  
3 Therefore, BellSouth continues to be in compliance with this checklist item.  
4

5 Q. DESCRIBE BELL SOUTH'S INTERIM NUMBER PORTABILITY OFFER.  
6

7 A. BellSouth offered interim number portability under the four methods which the FCC has  
8 found to be technically feasible: (1) Remote Call Forwarding (RCF) and Direct Inward  
9 Dialing (DID); (2) Route Index-Portability Hub (RI-PH); (3) Directory Number-Route  
10 Index (DN-RI); and (4) Local Exchange Routing Guide (LERG) Reassignment.  
11 BellSouth provides Route Index-Portability Hub (RI-PH) as a comparable arrangement in  
12 provisioning interim number portability.  
13

14 BellSouth ported 10,052 lines in North Carolina using INP. However, as of March 20,  
15 2001, BellSouth had converted 7,094 (71%) of those lines to LNP. In its region,  
16 BellSouth ported 117,010 numbers, of which 85,134 (73%) have been converted to LNP  
17 as of that same date.  
18

19 Q. DESCRIBE BELL SOUTH'S PERMANENT NUMBER PORTABILITY OFFER.  
20

21 A. BellSouth has implemented permanent number portability in North Carolina in  
22 accordance with FCC rules and as discussed further in the Affidavit of Dennis Davis,  
23 Attachment F. As of March 31, 2000, BellSouth had equipped 143 out of 144 of its  
24 switches in North Carolina accounting for over 99% of its lines with LNP capability. As  
25 of February 28, 2001, BellSouth has equipped in its nine-state region switches accounting

1 for over 97% of its access lines with LNP capability. This total includes all major  
2 marketing areas. The remaining approximately less than 3% of network access lines in  
3 BellSouth's nine-state region generally are located in rural areas not yet subject to  
4 competition. These access lines will be equipped for LNP if requested by a CLP via a  
5 BFR. For the less than 3% of access lines for which LNP is not available, INP will  
6 remain available. In North Carolina, based on a BFR received from one (1) CLP, the one  
7 (1) remaining switch is scheduled to be made LNP capable during Third Quarter 2001.  
8

9 Once long term number portability is implemented in a particular end office, BellSouth  
10 and CLPS will withdraw interim number portability offers. The transition from interim  
11 arrangements to permanent arrangements should be accomplished within 120 days.  
12 BellSouth will not charge the CLP for the conversion from interim to permanent number  
13 portability. *See Covad Agmnt., Att. 5.*  
14

15 As of February 28, 2001, BellSouth had ported 145,678 business directory numbers and  
16 3,869 residence directory numbers in North Carolina using LNP. In its nine-state region,  
17 BellSouth has ported 1,065,495 business and 126,597 residence directory numbers as of  
18 February 28, 2001, which confirms the availability of LNP.  
19

20 Q. DESCRIBE THE MEANS BY WHICH CLPS' END USER CUSTOMERS MAY  
21 OBTAIN VERIFICATION OR INTERRUPTION OF A TELEPHONE NUMBER  
22 THAT HAS BEEN PORTED TO A CLP SWITCH.  
23

24 A. BellSouth has developed methods and procedures to be followed when customers want  
25 verification or interruption of a conversation involving a telephone number that has been

1 ported to a CLP's switch. There are two arrangements that a CLP may elect: 1)  
2 BellSouth provides operator call processing on behalf of the CLP; and 2) the CLP  
3 provides its own operator call processing. When BellSouth handles the CLP's operator  
4 call processing, a verification trunk will be provisioned between the BellSouth operator  
5 services platform and the CLP's network. This will allow BellSouth's operator to verify  
6 such a line in a CLP switch at the request of either a BellSouth or CLP end user. When  
7 the CLP handles its own operator call processing, a two-way inward operator trunk (an  
8 operator to operator connection) will be jointly provisioned. This will allow the  
9 BellSouth operator to contact the CLP operator. The CLP operator will verify and/or  
10 interrupt the line, and report the condition to the BellSouth operator who will, in turn,  
11 report the condition of the line to the end user. This arrangement will likewise allow the  
12 CLP operator to contact the BellSouth operator. The BellSouth operator will verify  
13 and/or interrupt the line and report the condition to the CLP operator who will report the  
14 condition of the line to the CLP's end user.

15  
16 **CHECKLIST ITEM 12: LOCAL DIALING PARITY**

17  
18 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 12.

19  
20 A. Checklist Item 12 obligates BellSouth to provide nondiscriminatory access to such  
21 services or information as are necessary to allow the requesting carrier to implement local  
22 dialing parity in accordance with the requirements of Section 251(b)(3). Rule 51.207  
23 states that a LEC shall permit telephone exchange service customers within a local  
24 calling area to dial the same number of digits to make a local call notwithstanding the  
25 identity of the customer's or the called party's telecommunications service provider.

1 Both the Commission in the *1998 Order*, and the FCC, in the *Second Louisiana Order*,  
2 found BellSouth in compliance with this Checklist item. BellSouth's actions and  
3 performance are consistent with its previous showing on this checklist item and nothing  
4 material has changed since 1998 that should cause the Commission to reach a different  
5 conclusion than it reached in the *1998 Order*.

6  
7 The FCC's *Second Report and Order*, ¶ 71 stated that local dialing parity also is achieved  
8 through the implementation of the interconnection, number portability and  
9 nondiscriminatory access to telephone number requirements of Section 251 of the Act.  
10 As described earlier, BellSouth has implemented each of these items in accordance with  
11 the Act.

12  
13 BellSouth's interconnection arrangements do not require any CLP to use access codes or  
14 additional digits to complete local calls to BellSouth customers. Neither are BellSouth  
15 customers required to dial any access codes or additional digits to complete local calls to  
16 the customers of any CLP. Further, end user customers of CLPs that have provisioned  
17 those customers utilizing the UNE Platform (UNE-P) will have available to them local  
18 dialing plans in the same manner as BellSouth's retail customers. In addition, BellSouth  
19 will not cause CLPs' local service customers to experience inferior quality regarding  
20 post-dial delay, call completion rate and transmission quality as compared to BellSouth's  
21 local service customers. *See* Time Warner Agmnt., Att. 3, § 7.0; TriVergent Agmnt., Att.  
22 3, p. 15. The interconnection of the BellSouth network and the network of the CLP will  
23 be seamless from a customer perspective, unless the CLP chooses otherwise. While  
24 BellSouth is unable to determine the full extent of CLP dialing policies, BellSouth is not

1 aware of any complaints from CLP customers that they are required to dial any access  
2 codes or additional digits to complete local calls.  
3

4 **CHECKLIST ITEM 14: RESALE OF THE INCUMBENT LEC'S RETAIL**  
5 **TELECOMMUNICATIONS SERVICES AT A DISCOUNT**  
6

7 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 14.  
8

9 A. Checklist item 14 obligates BellSouth to make telecommunications services available for  
10 resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3).  
11 Specifically, BellSouth is required to offer for resale at wholesale rates without  
12 unreasonable or discriminatory conditions or limitations any telecommunications service  
13 that the carrier provides at retail to subscribers who are not telecommunications carriers.  
14 In the *1998 Order*, the Commission found BellSouth in compliance with this checklist  
15 item. In the *Second Louisiana Order*, the FCC found that but for perceived deficiencies  
16 in BellSouth's OSS systems, BellSouth makes telecommunications services available for  
17 resale in accordance with sections 251(c)(4) and 252(d)(3). With respect to the offering  
18 of services for resale, BellSouth continues to meet the requirements of this Checklist  
19 item.  
20

21 Q. ARE CLPS PURCHASING RESOLD SERVICES?  
22

23 A. Yes. As of January 31, 2001, there were 273,287 units being resold by CLPs in North  
24 Carolina while 2,921,588 were being resold throughout BellSouth's region. Of those  
25 units in service, there are 237 resold business lines and 718 resold residence lines. The

1 table shown in Exhibit WKM-9 which is attached to my testimony, identifies the service  
2 and the number of units being resold in North Carolina and across the BellSouth region.  
3

4 Other retail telecommunications services are likewise available for resale. Further  
5 discussion of Checklist Item 14 is found in the testimony of Ms. Cynthia Cox. Ms. Cox  
6 also addresses pricing of resold services in North Carolina in her affidavit.  
7

8 Q. DOES THIS CONCLUDE YOUR TESTIMONY?  
9

10 A. Yes.  
11

12 #239136

BellSouth Telecommunications, Inc.  
North Carolina Utilities Commission  
Docket Nos. P-772, Sub 8; P-913,  
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4  
Joint Petitioners' 1st Request for Production  
April 6, 2003  
Item No. 6-5-1  
Attachment 1

**ATTACHMENT TO REQUEST FOR PRODUCTION,  
ITEM NO. 6-5-1**



**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, DC 20554**

In the Matter of

Joint Application by BellSouth Corporation,  
BellSouth Telecommunications, Inc.,  
and BellSouth Long Distance, Inc. for  
Provision of In-Region, InterLATA  
Services in Florida and Tennessee

)  
)  
)  
)  
)  
)  
)

WC Docket No. 02-307

**JOINT REPLY AFFIDAVIT OF JOHN A. RUSCILLI AND CYNTHIA K. COX**

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no basis to determine if any of the additional services are included in the hot cut charges identified by Mr. King. In fact, Mr. King does not even assert that they are. To the contrary, we believe that these hot cut charges of other carriers are more appropriately compared to BellSouth's basic hot cut charge. In Florida, this charge is \$51.09. Neither AT&T, nor any other commenter, has challenged this rate as not being TELRIC-compliant.

17. Finally, it should be noted that, while AT&T complains about BellSouth's Florida hot cut rates, the United States Department of Justice ("DOJ"), in its Evaluation of BellSouth's current *FL/TN 271 Application*, did not find fault with prices in either Florida or Tennessee. While the DOJ has provided guidance to the FCC on UNE rates in previous applications, the DOJ did not raise any TELRIC concerns in its Evaluation.

**B. UNE Pricing –Charges for Expedited Orders**

18. AT&T contends that BellSouth is unilaterally imposing a \$200 per day per line charge for expediting any order and, therefore, is in violation of the pricing requirements of the Act. AT&T King Declaration ¶15. As an initial matter, BellSouth does not "unilaterally" impose any charges upon CLECs. The rates that BellSouth charges CLECs are as set forth in the state commission-approved interconnection agreements between BellSouth and CLECs. These agreements are negotiated and arbitrated between the parties. BellSouth's existing interconnection agreement with AT&T (effective October 26, 2001, Attachment 7,) explicitly states:

Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, AT&T must request the expedite through the appropriate BellSouth service center on the appropriate service

request form. The BellSouth service center will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The BellSouth service center will advise AT&T of this date on the FOC. If the date on the FOC does not meet AT&T's request, AT&T may escalate to the appropriate center. BellSouth may bill expedite charges for expedited due date and will advise AT&T of any charges at the time the offered date is provided. (Section 3.14)

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. (Exhibit A)

AT&T fails to acknowledge that it *voluntarily* agreed to an interconnection agreement under which (1) BellSouth can charge for expedited orders and (2) where charges are not specified in the agreement, BellSouth's tariffed rates are to apply. In addition, AT&T did not arbitrate this issue before any state commission. Likewise, no other CLECs have arbitrated the amount of the expedite charge.

19. On July 10, 2002, BellSouth sent CLECs a Carrier Notification letter advising that BellSouth would begin billing, effective August 15, 2002, for expedited service intervals that are less than those set forth in the BellSouth Product and Services Interval Guide. (See Reply Exhibit JAR/CKC-3) Pursuant to AT&T's interconnection agreement, the rate applicable to expedited orders is outlined in BellSouth's FCC No. 1 Tariff, Section 5 (which is \$200 per circuit per day).
20. One of the means by which BellSouth meets its obligations under section 251(c)(3) is through standard intervals for provisioning service requests. An expedited service request goes beyond the obligation to provide non-discriminatory access, and thus is not covered by section 251(c)(3). As a practical matter, if there were no charge for expedited service requests, it is likely that most CLEC orders would be expedited, causing BellSouth to miss its standard intervals

and its obligations to provide non-discriminatory access. The result would be most, if not all, orders would either be expedited or late, due to the volume of expedite orders that preempt other scheduled orders with standard intervals. There is no requirement for BellSouth to provide superior service to CLECs than it provides to its own retail customers under section 251 or section 271.

21. It follows from this that rates for expediting installation intervals are not subject to TELRIC pricing. Expedited installation intervals are not required under Section 251(c)(2)-(3) of the Act and therefore are not governed by the pricing requirements of Section 252(d) and are not a 271 requirement.
22. Lastly, BellSouth retail customers are subject to expedite charges, as are CLECs for the same reason. That is, if BellSouth were not to charge retail customers for expediting orders, the result would be as we described previously - congestion in the ordering process and delays in the standard interval orders.

#### **IV. CHECKLIST ITEM 4 – LOOPS**

23. AT&T asserts that BellSouth does not provide a reasonable and cost-based method of converting special access DS1 circuits to stand-alone unbundled loops. AT&T Comments at p. 19-20 and Berger Declaration at ¶¶11-14. This allegation is incorrect for several reasons.
24. First, in the *GA/LA Order*, although the Commission did not explicitly address conversion of special access to stand-alone UNEs, the Commission did address conversion of special access to EELs and found a multiple order process to be acceptable. Specifically, at ¶200 of the *GA/LA Order*, the FCC states:

Allegiance and US LEC/XO allege that the 2-step process for converting special access circuits to EELs is needless, costly and does not comply with the Commission's rules. We reject this

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
KENTUCKY  
ISSUED: February 13, 2001  
BY: E.C. Roberts, Jr., President - KY  
Louisville, Kentucky

## GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A  
Second Revised Page 4.1  
Cancels First Revised Page 4.1  
EFFECTIVE: March 15, 2001

## A4. SERVICE CHARGES

(T)

(M)

## A4.4 Dual Service

## A4.4.1 General

- A. Dual Service is a service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center for a limited period of time for nondesignated services only. The provision of Dual Service assures the customer continual service at both locations during the time of a move.
- B. A request for Dual Service occurs on orders for a transfer of service (T&F) within the same wire center where no telephone number change is involved.
- C. Dual Service will be offered subject to the availability of facilities and technical limitations.
- D. Payment for Dual Service is provided for by billing the nonrecurring charge following plus the applicable portion of the monthly rate on both lines during the period of service overlap, regardless of the duration of that overlap.

## A4.4.2 Rates And Charges

- A. Exchange Access Line
  - 1. Per line, trunk or main station line

|               | Nonrecurring |      |
|---------------|--------------|------|
| (a) Residence | Charge       | USOC |
| (b) Business  | \$20.00      | NA   |
|               | 24.00        | NA   |

## A4.5 Service Expediting Charge

## A4.5.1 General

- A. When the customer requests that service be provided in advance of the established service interval, and the Company is able to comply, a Service Expediting Charge applies. The Company will determine minimum intervals required to provide service and will not expedite in advance of such intervals. These minimum intervals may vary according to the type of service requested and/or the location where the service is to be provided.
- B. The charge is applicable per exchange, per customer request.
- C. The Service Expediting Charge applies in addition to all other service and installation charges normally applicable.
- D. The definition of an established service interval, for purposes of applying this charge, is that interval which was agreed to by the Company during the initial negotiation for service, where flexible dates are available or where predetermined intervals must be offered. Service intervals vary by the type and amount of service requested and/or the location where the service is to be provided.
- E. For requests to expedite service to the plant test date from the established due date for lines or trunks requiring engineering design, a Secondary Service Charge will apply in lieu of the charges shown following. This charge is in addition to the normal service charges applicable on the request.
- F. If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expediting Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

## A4.5.2 Charges

|  |         |       |     |
|--|---------|-------|-----|
| (a) Simple Residence Service                     |         |       | (M) |
| (b) Simple Business Service                      | \$25.00 | EOD   | (M) |
| (c) Lines or trunks requiring engineering design | 35.00   | EOD   | (M) |
|  | 375.00  | EODPX | (M) |

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
LOUISIANA  
ISSUED: June 30, 1999  
BY: President - Louisiana  
New Orleans, Louisiana

## GENERAL SUBSCRIBER SERVICES TARIFF

Tenth Revised Page 7  
Cancels Ninth Revised Page 7

EFFECTIVE: July 15, 1999

## A4. SERVICE CHARGES

## A4.5 Service Expediting Charge

## A4.5.1 General

- A. When the customer requests that service be provided in advance of *the established* service interval, and the Company is able to comply, a Service Expediting Charge applies. The Company will determine minimum intervals required to provide service and will not expedite in advance of such intervals. These minimum intervals may vary according to the type of service requested and/or the location where the service is to be provided. (M)
- B. The charge is applicable per exchange, per customer request, as defined in A4.1. (M)
- C. The charge applies in addition to all other service and installation charges normally applicable. (M)
- D. The definition of an *established* service interval, for purposes of applying this charge, is that *interval which was agreed to by the Company and the customer during the initial negotiation for service, where flexible dates are available or where predetermined intervals must be offered.* (T)(M)
- E. For requests to expedite service to the normal plant test date from the *established* due date for lines or trunks requiring engineering design, a *charge equal to the Secondary Service Charge* will apply in lieu of the *expedite* charge shown. *This charge is in addition to the normal service charges applicable on the request.* (T)
- F. If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expediting Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

## A4.5.2 Charges

|  | Nonrecurring<br>Charge | USOC  |     |
|--|------------------------|-------|-----|
| (a) Residence Service                            | \$25.00                | EOD   | (T) |
| (b) Business Service                             | 35.00                  | EOD   | (T) |
| (c) (DELETED)                                    |                        |       | (D) |
| (d) Lines or trunks requiring engineering design | 375.00                 | EODPX |     |

## A4.6 Reserved for Future Use

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
MISSISSIPPI  
ISSUED: February 13, 2001  
BY: President - Mississippi  
Jackson, Mississippi

## GENERAL SUBSCRIBER SERVICES TARIFF

Fourth Revised Page 4.0.1  
Cancels Third Revised Page 4.0.1

EFFECTIVE: March 15, 2001

**A4. SERVICE CHARGES****A4.3 Schedule of Charges for Connecting or Changing Service**

(T)

**A4.3.1 Rates and Charges****A. Line Connection Charge**

1. Applies per exchange access line, trunk, ESSX-1 NAR or ESSX<sup>®</sup> service, Digital ESSX<sup>®</sup> service, Centrex, MultiServ<sup>®</sup> service, MultiServ<sup>®</sup> PLUS service, and BellSouth<sup>®</sup> Centrex service main station line.

|                                      | Residence | Business | USOC |     |
|--------------------------------------|-----------|----------|------|-----|
| (a) First Line, per customer request | \$46.00   | \$67.00  | NA   | (C) |
| (b) Additional Line, each            | 13.00     | 15.00    | NA   | (C) |

**B. Line Change Charge**

1. Applies per exchange access line, trunk, ESSX-1 NAR or ESSX<sup>®</sup> service, Digital ESSX<sup>®</sup> service, Centrex, MultiServ<sup>®</sup> service, MultiServ<sup>®</sup> PLUS service, and BellSouth<sup>®</sup> Centrex service main station line.

|                                      |       |       |    |     |
|--------------------------------------|-------|-------|----|-----|
| (a) First Line, per customer request | 15.50 | 24.50 | NA | (C) |
| (b) Additional Line (each)           | 11.00 | 13.00 | NA | (C) |

**C. Secondary Service Charge**

1. Applies per customer request

|          |      |       |    |     |
|----------|------|-------|----|-----|
| (a) Each | 8.00 | 18.00 | NA | (C) |
|----------|------|-------|----|-----|

**D. Premises Work Charge**

1. First 15-minute increment or fraction thereof

|                   |       |       |    |     |
|-------------------|-------|-------|----|-----|
| (a) Per increment | 23.00 | 24.00 | NA | (C) |
|-------------------|-------|-------|----|-----|

2. Each additional 15-minute increment or fraction thereof

|                   |      |      |    |     |
|-------------------|------|------|----|-----|
| (a) Per increment | 9.00 | 9.00 | NA | (C) |
|-------------------|------|------|----|-----|

**A4.4 Service Expediting Charge****A4.4.1 General**

- A. When the customer requests that service be provided in advance of normal service intervals, and the Company can comply, a service expediting charge will apply per request per exchange in addition to all other service and installation charges normally applicable.
- B. If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expediting Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

**A4.4.2 Charges**

|                      | Nonrecurring Charge | USOC |
|----------------------|---------------------|------|
| (a) Simple           | \$25.00             | NA   |
| (b) Complex          | 75.00               | NA   |
| (c) Special Services | 300.00              | NA   |

**A4.5 Reserved for Future Use**

SOUTH CENTRAL BELL  
TELEPHONE COMPANY  
TENNESSEE

## GENERAL SUBSCRIBER SERVICES TARIFF

Tenth Revised Page 5  
Cancels Ninth Revised Page 5

ISSUED: March 17, 1995  
BY: President - Tennessee  
Nashville, Tennessee

EFFECTIVE: April 20, 1995

A4. SERVICE CHARGES<sup>1</sup>

(T)

## A4.5 Service Expediting Charge

(N)

## A4.5.1 General

(N)

- A. When a customer requests that service be provided in advance of the established service interval, and the Company is able to comply, a Service Expediting Charge applies. The Company will determine minimum intervals required to provide service and will not expedite in advance of such intervals. These minimum intervals may vary according to the type and amount of service requested and/or the location where the service is to be provided. (N)
- B. The charge is applicable per exchange, per customer request. (N)
- C. The charge applies to all other service and installation charges normally applicable. (N)
- D. The definition of an established service interval, for purposes of applying this charge, is that interval which was agreed to by the Company and the customer during the initial negotiation for service where flexible dates are available or where predetermined intervals must be offered. (N)
- Service intervals may vary by the type and amount of service requested and/or the location where the service is to be provided. (N)
- E. For requests to expedite service to the plant test date from the established due date for lines or trunks requiring engineering design, a Secondary Service Charge will apply in lieu of the charges shown following. This charge is in addition to the normal service charges applicable on the request. (N)
- F. If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expediting Charge and the Company shall have no further liability to the customer for its failure to meet the commitment. (N)

## A4.5.2 Rates and Charges

(N)

|   | Nonrecurring<br>Charge | USOC  |     |
|---|------------------------|-------|-----|
| (a) Residence Service   | \$25.00                | EOD   | (N) |
| (b) Business Service  | 35.00                  | EOD   | (N) |
| (c) Lines or trunks requiring engineering design  | 375.00                 | EODPX | (N) |
| Note 1: These changes are a result of the restructure of this section and are to be implemented on May 9, 1995. (N) |                        |       |     |





## *Notice*

|                                 |   |
|---------------------------------|---|
| <b>Notification Type:</b>       | New Service Offering  |
| <b>Jurisdiction:</b>            | ALABAMA   |
| <b>Notice Date:</b>             | 10/21/2002  |
| <b>Filing Package Number:</b>   | AL2002-111  |
| <b>Service Name:</b>            | Service Expediting Charge   |
| <b>Tariff Sections:</b>         | A4  |
| <b>Expected Issue Date:</b>     | 12/16/2002  |
| <b>Expected Effective Date:</b> | 01/15/2003  |
| <b>Descriptive Narrative:</b>   | With this filing, the Company is initiating a Service Expediting Charge for a customer's request that service be provided in advance of the established service interval. |



## *Notice*

|                                 |   |
|---------------------------------|---|
| <b>Notification Type:</b>       | New Service Offering  |
| <b>Jurisdiction:</b>            | FLORIDA   |
| <b>Notice Date:</b>             | 10/21/2002  |
| <b>Filing Package Number:</b>   | FL2002-235  |
| <b>Service Name:</b>            | Service Expediting Charge   |
| <b>Tariff Sections:</b>         | A4  |
| <b>Expected Issue Date:</b>     | 12/15/2002  |
| <b>Expected Effective Date:</b> | 01/15/2003  |
| <b>Descriptive Narrative:</b>   | With this filing, the Company is initiating a Service Expediting Charge for a customer's request that service be provided in advance of the established service interval. |



## *Notice*

|                                 |   |
|---------------------------------|---|
| <b>Notification Type:</b>       | New Service Offering  |
| <b>Jurisdiction:</b>            | GEORGIA   |
| <b>Notice Date:</b>             | 10/21/2002  |
| <b>Filing Package Number:</b>   | GA2002-126  |
| <b>Service Name:</b>            | Service Expediting Charge   |
| <b>Tariff Sections:</b>         | A4  |
| <b>Expected Issue Date:</b>     | 12/16/2002  |
| <b>Expected Effective Date:</b> | 01/15/2003  |
| <b>Descriptive Narrative:</b>   | With this filing, the Company is initiating a Service Expediting Charge for a customer's request that service be provided in advance of the established service interval. |

SOUTH CENTRAL BELL  
TELEPHONE COMPANY  
ALABAMA

ISSUED: March 24, 1989  
BY: President - Alabama  
Birmingham, Alabama

## PRIVATE LINE SERVICES TARIFF

First Revised Page 11  
Cancels Original Page 11

EFFECTIVE: November 15, 1989

**B2. REGULATIONS****B2.4 Payment Arrangements And Credit Allowances (Cont'd)****B2.4.11 Reserved For Future Use****B2.4.12 Reserved For Future Use****B2.4.13 Service Order Modification****A. Service Date Change Charge**

1. Service Order service dates for installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. (N)
2. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and reissued with appropriate cancellation charges applied unless the customer indicates that billing for the service is to commence as set forth in B2.4.14.A. following. (N)
3. A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers. If the service date is changed to an earlier date, the customer will be notified by the Company that Expedited Order Charges as set forth in B. following apply. Such charges will apply in addition to the Service Date Change Charge. (N)
4. A Service Date Change Charge will apply, on a per occurrence basis, for each service date changed. The applicable charge is: (N)

|   | Charge  | USOC |     |
|---|---------|------|-----|
| (a) Per order   | \$25.00 | OMC  | (N) |
| <b>B. Expedited Order Charge</b>  |         |      | (N) |
| 1. If a customer desires that service be provided on an earlier date than that which has been established for the service order, the customer may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply. |         |      | (N) |
| 2. If the Company is subsequently unable to meet an agreed upon expedited service date, no Expedited Order Charge will apply unless the missed service date was caused by the customer.   |         |      | (N) |
| 3. The Expedited Order Charge is based on the extent to which the service order has been processed at the time the Company agrees to the service date improvement and is calculated as follows:   |         |      | (N) |
| a. Based on the critical dates associated with the service order, as defined in B2.4.14.B.4.b. following, the Company will determine which critical date will be next completed on the order.   |         |      | (N) |
| b. Using the table in B2.4.14.B.4.e. following and the critical date as determined preceding, the Company will determine the percent of the provisioning interval not yet completed, by subtracting the percent shown on the table from 100.  |         |      | (N) |
| c. The Company will apply this percentage to the sum of all the nonrecurring charges associated with the order and divide this sum by the number of days remaining in the original service interval.  |         |      | (N) |

Material previously appearing on this page now appears on page(s) 11.4 of this section

SOUTH CENTRAL BELL  
TELEPHONE COMPANY  
ALABAMA  
ISSUED: March 24, 1989  
BY: President - Alabama  
Birmingham, Alabama

## PRIVATE LINE SERVICES TARIFF

Original Page 11.1

EFFECTIVE: November 15, 1989

**B2. REGULATIONS****B2.4 Payment Arrangements And Credit Allowances (Cont'd)****B2.4.13 Service Order Modification (Cont'd)****B. Expedited Order Charge (Cont'd)****3. (Cont'd)**

- d. The per day charges so developed will then be applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the service order. (N)
- 4. When the request for expediting occurs subsequent to the issuance of the service order, a Service Date Change Charge as set forth in B2.4.13.A. also applies. (N)
- 5. The Expedited Order Charge applicable to non-design circuits will be equal to 50 percent of the total nonrecurring charges associated with the service order. (N)

**B2.4.14 Cancellation Of A Service Order**

- A. A customer may cancel a service order for the installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is cancelled. If a customer is unable to accept service within 30 calendar days after the original service date, the customer has the choice of the following options: (N)

- The service order shall be cancelled and charges set forth in B. following will apply, or (N)
- Billing for the service will commence. (N)

In any event, the cancellation date or the date billing is to commence (depending on which option is selected by the customer) shall be the 31st day beyond the original service date of the service order. (N)

- B. When a customer cancels a service order for the installation of service, a cancellation charge will apply as follows: (N)

- 1. Costs incurred in conjunction with the provision of Private Line Service start on the Application Date as defined in 4.b. following. (N)
- 2. When the customer cancels a service order prior to the Scheduled Issue Date, as defined in 4.b. following, no charges shall apply. (N)
- 3. When the customer cancels a service order on or after the Scheduled Issue Date, a charge equal to the estimated costs incurred by the Company shall apply. Such charge is determined as specified in 4. following. (N)
- 4. Charges applicable as specified in 3. preceding are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following: (N)
  - a. Certain Company critical dates are associated with a service order provisioning interval, whether standard or negotiated. These dates are used by the Company to monitor the progress of the provisioning process. At any point in the service order interval the Company is able to determine which critical date was last and can thus determine what percentage of the Company's provisioning costs have been incurred as of that critical date. (N)
  - b. The critical dates tracked by the Company are as follows: (N)
    - Application Date (APP): The date the customer provides to the Company, (1) a firm commitment for service and (2) sufficient information to enable the Company to begin service provisioning. This is also the order date. (N)

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29657, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: MARCH 24, 2003

TARIFF F.C.C. NO. 1  
4TH REVISED PAGE 5-1.2  
CANCELS 3RD REVISED PAGE 5-1.2  
EFFECTIVE: APRIL 8, 2003

#### ACCESS SERVICE

### 5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

#### 5.1 General (Cont'd)

#### 5.1.1 Ordering Conditions (Cont'd)

#### (H) Service Date Advancement

- (1) The regulations and rates specified herein are applicable only for the following services:

- BellSouth SPA Metallic
- BellSouth SPA Telegraph
- BellSouth SPA VG
- BellSouth SPA WATS Lines
- BellSouth SPA Program Audio
- BellSouth SPA Wideband Analog
- BellSouth SPA Wideband Data
- BellSouth SPA DSO Digital Data
- BellSouth SPA DS1
- BellSouth SPA DS1 Diverse
- BellSouth SPA DS1 Shared Ring
- BellSouth Exchange Access Frame Relay Service (DS0 and DS1)
- BellSouth Exchange Access Asynchronous Transfer Mode Service (DS1)
- Managed Shared Frame Relay Service (DS0 and DS1)
- Managed Shared Asynchronous Transfer Mode Service (DS1)

(N)  
(N)  
(N)  
(N)

- (2) When placing an Access order for the installation, move or rearrangement of services, the customer may request that the service date for services with standard or negotiated intervals be advanced to an earlier service date. If the Company agrees to advance the service date, a Service Date Advancement Charge will apply as specified herein.

- (a) For services with standard intervals, a Service Date Advancement Charge will apply for each day the service date is less than the standard interval.

- (b) For services with negotiated intervals, which are designated for special handling according to published service date interval guidelines, with an agreed upon service interval of less than eight business days following the Application Date, a Service Date Advancement charge will apply for each day the service date is advanced from eight business days.

#### (3) Advancement on Pending Access Orders

A customer may also request a change of the service date on a pending Access order. Should the Company agree to change the service date the following regulations will apply:

- (a) For services with standard intervals where the service interval between the Subsequent Request Date and the Subsequent Due Date is four business days or less, a Service Date Advancement charge will apply for each day the new service interval is less than the standard interval.

\*\*\*\*\*

**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**BY: Operations Manager - Pricing**  
**29G57, 675 W. Peachtree St., N.E.**  
**Atlanta, Georgia 30375**  
**ISSUED: APRIL 3, 2003**

TARIFF F.C.C. NO. 1  
1ST REVISED PAGE 5-1.2.1  
CANCELS ORIGINAL PAGE 5-1.2.1

**EFFECTIVE: APRIL 4, 2003**

(D) (x)

(D) (X)

$$\begin{pmatrix} U \\ D \end{pmatrix} = \begin{pmatrix} X \\ Y \end{pmatrix}$$

(b) (7)

(D) (x)

(D) (x)

(D) (X)

(D) (X)  
(D) (X)

 $(D)(x)$ 

(D) (X)

$$\begin{pmatrix} 0 & x \\ 0 & x \end{pmatrix}$$
$$\begin{pmatrix} D \\ X \end{pmatrix}$$

(b)(6)

$$\begin{pmatrix} D & X \\ D & X \end{pmatrix}$$
$$\begin{pmatrix} D \\ D \end{pmatrix} \begin{pmatrix} X \\ X \end{pmatrix}$$

(b) (6)

$$\begin{pmatrix} U & X \\ D & Y \end{pmatrix}$$
$$\begin{pmatrix} D & X \\ D & X \end{pmatrix}$$
 $(D)(x)$ 
$$\begin{pmatrix} D & X \\ D & Y \end{pmatrix}$$

(D) (X)

 $(D)(x)$ 
$$\begin{pmatrix} 0 & x \\ 0 & y \end{pmatrix}$$
$$\begin{pmatrix} D & X \\ D & X \end{pmatrix}$$

(b) (1)

(D) (X)

$$\begin{pmatrix} 0 & 1 \\ 1 & 0 \end{pmatrix}$$

1000

**(D) (X)**

$$\begin{pmatrix} U \\ D \end{pmatrix} = \begin{pmatrix} X \\ Y \end{pmatrix}$$
$$\left\{ \begin{array}{c} D \\ D \end{array} \right\} \left\{ \begin{array}{c} x \\ x \end{array} \right\}$$

**(D) (X)**

$$\begin{pmatrix} D & X \\ D & X \end{pmatrix}$$

(b) (4)

(D) (X)

$$\begin{pmatrix} U & X \\ D & Y \end{pmatrix}$$

DX

 $\langle D \rangle \langle X \rangle$ 
$$\begin{pmatrix} D & X \\ D & Y \end{pmatrix}$$
$$\begin{pmatrix} 0 \\ D \end{pmatrix} \begin{pmatrix} X \\ X \end{pmatrix}$$

(D) (x)

(x) Withdraws material filed under Transmittal No. 705 and reinstates currently effective material, pursuant to Special Permission No. 03-036.

\*\*\*\*\*

BELLSOUTH TELECOMMUNICATIONS, INC.  
BY: Operations Manager - Pricing  
29657, 675 W. Peachtree St., N.E.  
Atlanta, Georgia 30375  
ISSUED: APRIL 3, 2003

TARIFF F.C.C. NO. 1  
4TH REVISED PAGE 5-1.3  
CANCELS 3RD REVISED PAGE 5-1.3

EFFECTIVE: APRIL 4, 2003

#### ACCESS SERVICE

#### 5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

##### 5.1 General (Cont'd)

##### 5.1.1 Ordering Conditions (Cont'd)

##### (H) (Cont'd)

- (5) The Service Installation Guarantee, specified in 2.4.9 preceding, will not apply on Access orders with advanced service dates. (x)
- (6) When the customer cancels an Access order for the installation, move or rearrangement of services, a Service Date Advancement charge may apply in accordance with terms and conditions for cancellation percentages on nonrecurring charges as set forth in 5.4 following. (x)
- (7) A Service Date Advancement charge, as specified below, will apply on a per circuit basis for each day the service date is advanced from the standard or negotiated interval for services specified in (1) above. (x)

| <u>Service Date Advancement</u> | <u>Nonrecurring Charge</u> | <u>USOC</u> |     |
|---------------------------------|----------------------------|-------------|-----|
| Special Access Service          |                            |             | (x) |
| - Per Circuit, Per Day          | <del>\$200.00</del>        | SDASP       |     |

- (8) The Service Date Advancement charge, as set forth in (7) above, is in addition to other applicable nonrecurring charges associated with services listed in (1) above. This charge does not apply when the customer requests conversion to a higher order of service as provided in Section 2.4.8(A)(4). This charge does not apply to services provided in a Special Services Arrangement or to services provided on an Individual Case Basis. (x)
- (9) Should the customer fail to pay the properly assessed Service Date Advancement charge, the Company may elect not to accept the customer's future requests to advance a service date while there is a billed amount outstanding. Any future requests for service from the customer will be processed with the standard or negotiated interval, as appropriate, until outstanding Service Date Advancement charges owed by the customer have been paid. (x)
- (10) When costs other than additional engineering and labor, as set forth in Section 13 of this Tariff, are to be incurred when an order is advanced, the Company will develop these costs in accordance with Special Construction terms and conditions as set forth in the BELLSOUTH TELECOMMUNICATIONS, INC.'s Tariff F.C.C. No. 2. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions set forth in the Special Construction Tariff. (x)

- (x) Withdraws material filed under Transmittal No. 705 and reinstates currently effective material, pursuant to Special Permission No. 03-036.

\*\*\*\*\*



**BELLSOUTH TELECOMMUNICATIONS, INC.**

**DESCRIPTION AND JUSTIFICATION**

**ORDERING OPTIONS REVISIONS FOR SPECIAL ACCESS SERVICES**

**TRANSMITTAL NO. 571**

**1.0 INTRODUCTION**

Pursuant to Special Permission No. 00-107 granting a waiver of Sections 61.58 and 61.59 of the Commissions Rules, BellSouth Telecommunications, Inc. (hereinafter "BellSouth") is revising the F.C.C. No. 1 Ordering Options in Section 5 to remove tariff material introduced in Transmittal No. 564 on October 2, 2000, and deferred under Transmittal No. 565, by Special Permission No. 00-100, until November 16, 2000.

BellSouth is refiling revisions to F.C.C. Tariff No. 1 Ordering Options in Section 5. The filing restructures existing charges as described below. In compliance with the Commission's rules, this filing provides the appropriate support information to show that the restructured rates remain within the applicable price cap limits.

**2.0 OVERVIEW**

The revisions proposed in Section 5 include adding regulations to specify that charges for orders with short service intervals of four business days or less following the Application Date will no longer apply for certain Special Access services (listed in 3.1 below). Rather, a new charge is being introduced called the Service Date Advancement charge, which will replace the existing short interval charge for the specified Special Access Services. Concurrently, BellSouth is introducing a discount on nonrecurring charges for orders of BellSouth SPA DS1 service with long service intervals.

BellSouth's overall objective with the revisions in this filing is to more efficiently manage its ordering and provisioning process. BellSouth anticipates that customers will move away from more costly short service intervals to longer intervals, which are more manageable and efficient.  
The movement toward longer service intervals should enable BellSouth to meet the service date submitted by the customer, resulting in improved service predictability. BellSouth currently offers a standard interval for BellSouth SPA DS0 service and, concurrent with this filing, will implement standard intervals for BellSouth SPA DS1 service which will allow customers to more effectively plan their service effective dates.

### 3.0 ORDERING OPTIONS REVISIONS

#### 3.1 Revisions to the Short Interval Charge Ordering Conditions

When a customer orders a Special Access service and requests a short service interval of four business days or less following the Application Date, the existing charge is \$345, which applies on a per service order basis for each Special Access service ordered. With this filing, the \$345 short interval charge will no longer apply for the Special Access Services specified below. However, this charge will remain in the tariff for all other Special Access Services. As discussed in 3.2 following, a restructured charge is being introduced for orders with short service intervals for the Special Access Services specified below. Section 5, Ordering Options, has been modified to indicate the applicable Special Access services for which the \$345 short interval charge will no longer apply. The services are:

- BellSouth SPA Metallic
- BellSouth SPA Telegraph
- BellSouth SPA VG
- BellSouth SPA WATS Lines
- BellSouth SPA Program Audio
- BellSouth SPA Wideband Analog

- BellSouth SPA Wideband Data
- BellSouth SPA DS0 Digital Data
- BellSouth SPA DS1
- BellSouth SPA DS1 Diverse
- BellSouth SPA DS1 Shared Ring

### 3.2 Service Date Advancement Charge

BellSouth replaces the short interval charge with a Service Date Advancement charge for the Special Access Services indicated in 3.1 above. The Service Date Advancement charge will allow customers ordering the above services to improve the service date from the standard or negotiated interval to an earlier service date. A standard interval currently exists for BellSouth SPA DS0 service and standard intervals will be implemented concurrent with the effective date of this filing for BellSouth SPA DS1 service. As currently provided in Section 5.1.1 of the Access Service tariff, service intervals will be established in accordance with published service date interval guidelines, which are available to customers upon request. Interval guidelines are also available through the following website:

[http://www.interconnection.bellsouth.com/market/ixc/ixc\\_guides](http://www.interconnection.bellsouth.com/market/ixc/ixc_guides)

The Service Date Advancement charge will apply at a rate of \$200 per circuit for each day the circuit is advanced from the standard or negotiated interval. As an example, the standard service interval for BellSouth SPA DS0 Digital Data service is six days. If the customer requests a four-day service interval, a Service Date Advancement charge of \$400 will apply, i.e.,  $(6 - 4) \times \$200 = \$400$ ; or if the customer requests a two-day service interval, a Service Date Advancement charge of \$800 will apply, i.e.,  $(6 - 2) \times \$200 = \$800$ .

Should BellSouth fail to meet the agreed upon advanced service date but does provide the service in advance of the standard or negotiated interval, a Service Date Advancement charge will apply for each day BellSouth provides the service in advance of the standard or the negotiated interval. Terms and conditions have been added to Section 5 to indicate the above provisions for the Service Date Advancement charge. In addition, terms and conditions have been added to Section 2 to specify that BellSouth's Service Installation Guarantee will not apply for orders with advanced service dates.

### **3.3 Discount for Long Service Intervals on BellSouth SPA DS1 Service**

As part of the restructure, BellSouth is adding a discount on nonrecurring charges for orders of BellSouth SPA DS1 service with long service intervals. This discount will apply if the customer's initial order for BellSouth SPA DS1 service has a service interval of 16 business days or greater, the customer will receive a twenty percent (20%) discount on the nonrecurring charge. This discount is applicable to BellSouth SPA DS1 service only.

Terms and conditions have been added to Section 5, Ordering Options, for the discount on long service intervals for BellSouth SPA DS1 service.

## **4.0 PRICE CAP ANALYSIS**

Section 61.46(c) of the Commission's price cap rules requires that a filing proposing a rate restructure demonstrate the effect of converting existing rates to rates that will apply after the restructure takes effect. In order to meet the Commission's requirements, the first step is to recast base period demand into the new rate structure. This step is discussed in Section 4.1. Next the recast base period demand is multiplied by proposed rates to derive the revenues under the rate restructure. This step is discussed in Section 4.2. Section 4.2 also discusses rate adjustments that were made in order to bring the restructure within applicable price cap limits.

#### 4.1 Demand Analysis

The existing rate structure for short service intervals of four business days or less is based on a Per Service Order charge. The proposed rate structure will be charged on a Per Circuit Per Day of advancement from the standard or negotiated interval.

To recast demand to the new rate structure, two demand components were considered for SPA DS1<sup>1</sup> service: 1) demand for intervals of four business days or less and 2) demand for intervals of five to seven business days. Demand for intervals of four business days or less was determined based upon an average two-month sample of service orders during the period of August and September 1999. Based on this two-month sample, the probability of 0-4 day orders during this period was 26.2%. BellSouth anticipates that the new Per Circuit Per Day advancement charge will reduce the probability to 5.7%.

Demand for five to seven business day intervals was determined based upon an average two-month sample of SPA DS1 service orders during the period of August and September 1999 (same period as discussed above for 0-4 days). The probability of 5-7 day intervals during the sample was 19.5%. However, with the introduction of standard service intervals for BellSouth SPA DS1 service, that probability is projected to increase 39.9%. This increase is anticipated to be a direct result of the shift away from 0-4 day intervals.

In developing demand for SPA DS0 Service<sup>2</sup> it was determined that there would be a 38% reduction in 0-4 day orders with some of the demand shifting to 5-day orders.

---

<sup>1</sup> SPA DS1 service intervals are 5 business days for locations found in the Facility Availability System database and 8 business days for all other locations. Other DS1 services have negotiated intervals.

<sup>2</sup>SPA DS0 service interval is 6 business days.

Demand for the Service Date Advancement rate element was segmented by class of service (DS0 Voice Grade, DDAS, and DS1) as well as by number of days advanced. Because the Service Date Advancement charge is based on number of circuits as well as number of days advanced, the volume of the demand is much greater than the existing demand for four business days or less based on a Per Service Order charge.

Demand estimates were also developed to capture the impact of the 20% discount on SPA DS1 nonrecurring charges for customers selecting Long Service Intervals of 16 business days or greater as discussed in 3.3 above. The overall impact is expected to increase the percentage of orders for 16 business days or greater from 15% to 21%.

Appendix A, Workpapers SDA-1, Pages 1 and 2 provide a detailed analysis of how demand was developed for 0-4 day intervals, 5-7 day intervals as well as the impact of the 20% discount on BellSouth SPA DS1 nonrecurring for long service intervals.

#### 4.2 Revenue Impact

The tariff revisions proposed in this filing will result in an increase in price cap revenues. In order to stay within the allowable price cap limits, selected Switched Access and Special Access service rates were adjusted. Rates associated with SmartGate Service (a.k.a. BellSouth SPA Managed Shared Network Service) were reduced and corresponding rates associated with BellSouth SWA Managed Shared Network Service were also reduced. Because these reductions result in additional headroom in the Trunking Basket, selected rates associated with Switched Access DS0 Dedicated Transport in the Trunking Basket were increased. These rate adjustments are displayed in Appendix B, Workpaper SP-1. With the rate adjustments for the above service, BellSouth will remain within the allowable price cap limits as displayed in Workpaper SUM-A.

# Status of Tariffs for Service Expediting Charges

| Jurisdiction                   | Tariff Section   | Rate  | Application   | Status             |
|--------------------------------|------------------|---|---|--------------------|
| FCC No. 1                      | Section 5.1.1(H) | \$200/circuit/day (SPA services)  | <ul style="list-style-type: none"> <li>Special Access Circuits</li> <li>Standalone UNE Loops</li> <li>Standalone UNE Ports</li> </ul> | Effective 11/28/00 |
| Kentucky – GSST                | A.4.5            | a. Simple Res. Svc. - \$25.00 per exchange, per customer request<br>b. Simple Bus. Svc. - \$35.00 per exchange, per customer request<br>c. Lines or trunks requiring engineering design - \$375.00 per exchange, per customer request | <ul style="list-style-type: none"> <li>Retail Services</li> </ul>   | Effective 3/15/01  |
| Mississippi - GSST             | A.4.4            | a. Simple - \$25.00 per request per exchange<br>b. Complex - \$75.00 per request per exchange<br>c. Special Services - \$300.00 per request per exchange  | <ul style="list-style-type: none"> <li>Retail Services</li> </ul>   | Effective 3/15/01  |
| Louisiana – GSST               | A.4.5            | a. Simple Res. Svc. - \$25.00 per exchange, per customer request<br>b. Simple Bus. Svc. - \$35.00 per exchange, per customer request<br>c. Lines or trunks requiring engineering design - \$375.00 per exchange, per customer request | <ul style="list-style-type: none"> <li>Retail Services</li> </ul>   | Effective 7/15/99  |
| Tennessee – GSST               | A.4.5            | a. Simple Res. Svc. - \$25.00 per exchange, per customer request<br>b. Simple Bus. Svc. - \$35.00 per exchange, per customer request<br>c. Lines or trunks requiring engineering design - \$375.00 per exchange, per customer request | <ul style="list-style-type: none"> <li>Retail Services</li> </ul>   | Effective 4/20/95  |
| All States (except KY/TN) - PL | B.2.4.13B        | Nonrecurring charge is based on extent to which the service order has been processed at the time the Company agrees to the service date improvement   | Private Line Services (Megalink; Lightgate; Synchronet)   | Effective 12/2/99  |

- Consist of a charge equal to estimated costs incurred
  - Equal total non recurring charges associated with the order (or that part of order being canceled), multiplied by the percentage shown on the chart
  - Apply when a private line order is canceled after the SID date
  - Apply to Designed Services and equal total non recurring charges associated with the order (or that part of the order being canceled), multiplied by the percentage shown on the chart
  - Apply to Non-Designed Services. The cancellation charge is 25% of the non recurring charges if service is canceled after the SID and before the DD. If canceled on or after the due date, cancellation charges are 100% of non recurring charges
- 

### Service Date Change Charge

A Service Date Change Charge applies:

- When a customer requests a change in service order due dates on **designed** and **nondesigned** orders, and the change does not exceed the original due date by more than 30 days use the following:
  - **PER** order, **PER** occurrence
    - USOC OMC to bill charge
    - One (1) OMC applies for each change in Due Date
    - OMC is a bill and drop USOC
- 

### Expedited Order Charge

An Expedited Order Charge applies when a customer requests an earlier than normal interval, and it is based on the percentage of provisioning not yet completed.

The Charge applies to:

- New Designed orders -- the percentage is 100%
- Pending orders -- refer to the expedited order chart
- Non-Designed service -- if the order is canceled after the SID and before the DD, 50% of total non recurring charges apply

The Expedited Order Charge may never exceed 50% of total non recurring charges for the order.

---

### Installment Billing

Non recurring charges (NRC) may be billed in three (3) installments:

- 50% of NRC on the first bill
- 25% billed on each of the following two (2) bills
- There is a 1% finance charge on the 2nd and 3rd installments

**EXAMPLE:**



BellSouth Telecommunications, Inc.  
North Carolina Utilities Commission  
Docket Nos. P-772, Sub 8; P-913,  
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4  
Joint Petitioners' 1st Request for Production  
April 6, 2003  
Item No. 6-10(A)-1  
Attachment 1

**ATTACHMENT TO REQUEST FOR PRODUCTION,  
ITEM NO. 6-10(A)-1**

**In the Matter of**

**WC Docket No. 02-150**

## 000837

planning and implementing regulatory policies for emerging technologies and advanced telecommunications services. I assumed my current position in 2000.

**II. PURPOSE OF AFFIDAVIT**

3. The purpose of my affidavit is to respond to the comments of WorldCom, Inc. and to the Declaration of Sherry Lichtenberg filed on behalf of WorldCom, Inc., that concern BellSouth's rejection of orders that include requests for BellSouth Long Distance service. My affidavit will explain why it is appropriate for BellSouth to reject orders from CLECs where BSLD does not have in place the necessary business and technical arrangements to provide service to the CLECs' end users.

**III. WORLD COM HAS MISREPRESENTED THE BSLD POLICY ON FULFILLING CLEC REQUESTS**

4. In its comments, WorldCom claims that BellSouth announced, on June 14, 2002, a policy that it would only provide BellSouth long distance service for BellSouth local customers, but not for CLEC customers. WorldCom Comments, p. 6. Addressing the same issue, Ms. Lichtenberg refers to Carrier Notification Letter SN91083138, see reply exhibit MMD-1, issued by BellSouth on June 14, 2002. WorldCom Comments, Lichtenberg Declaration, ¶ 25. Contrary to WorldCom's assertion, this Carrier Notification Letter does not state that BSLD will refuse to make its service available to CLECs' customers. Indeed, as Ms. Lichtenberg later explains, this Carrier Notification Letter, issued as a guideline for use of codes associated with BellSouth long distance service, states that CLECs must have an operational agreement with BSLD before their end users can order BSLD services. CLECs that make inquiry to BellSouth regarding operational agreements are provided contact information for BSLD.
5. On July 26, 2002, WorldCom contacted BSLD regarding this operational agreement. BSLD responded to WorldCom on July 31, 2002, see reply exhibit MMD-2, with information about its development of the business and technical requirements that will be necessary to provide BSLD services to WorldCom's end users. BSLD requested that WorldCom provide relevant information about its operations in a questionnaire modeled after questionnaires used by other IXCs.

**IV. WORLDCOM IGNORES THE CUSTOMER-RELATED AND BUSINESS-RELATED ARRANGEMENTS WHICH MUST BE IN PLACE BEFORE AN IXC CAN PROVIDE ITS SERVICES TO END USERS**

6. Any interexchange carrier ("IXC"), including BSLD, must negotiate the necessary business arrangements that will allow it to provide its service to end users. These arrangements include negotiating the carrier-to-carrier transfer of back office information that allows a customer to select the IXC, set up an account, and receive a bill for the service provided. The IXC must also negotiate acceptable terms for the LEC/CLEC to carry its traffic and assess access charges. For LECs and CLECs who utilize their own switches, the IXC must also ask to have its Carrier Identification Code ("CIC") loaded. Without the IXC's CIC in place, end users of switch-based CLECs would be unable to complete calls over the IXC's network. These arrangements are, for the most part, negotiated with each LEC and CLEC on an individual company basis.
7. Not surprisingly, a new entrant IXC must devote time and resources to evaluate the business and technical requirements presented by a diverse universe of CLECs, and it must protect itself against unauthorized use of its facilities before and after these negotiations are completed. BSLD, as essentially a new entrant into the retail interexchange market and as a separate affiliate operating under the Act's Section 272 requirements and receiving its BOC affiliate's services pursuant to that section, does not have in place the same extensive back office systems and billing capabilities as large, well established carriers. So far, BSLD has found that most CLECs cannot or do not make available to IXCs the broad range of services needed by BSLD to provide service to the end users of those CLECs. For example, BSLD has found that many CLECs do not offer Billing and Collection services. Because BSLD currently has no internal, standalone retail billing and collection capability of its own (it obtains Billing and Collection services from BST for BellSouth residential and small business end users), BSLD must find alternate solutions for rendering bills and making collections from CLEC end users. Further, when BSLD considered using its existing clearinghouse vendor, it found that many (if not most) CLECs do not have standing arrangements with this vendor. Such circumstances require BSLD to evaluate other options.

V. **BSLD HAS INSURED THAT IT WILL NOT RECEIVE INTEREXCHANGE CUSTOMERS INAPPROPRIATELY**

8. Early on, BSLD took steps to insure that it would not inadvertently be placed into the interexchange carrier business prior to relevant FCC authorization. Post-authorization, it is just as important that BSLD not be assigned customers for whom it cannot provide adequate service. As a result, BSLD does not accept customers of a CLEC unless it has executed an operational agreement with that CLEC, and it has insured that all necessary arrangements are in place.
9. Prior to the launch of BellSouth long distance service in the states of Georgia and Louisiana, no CLEC had approached BSLD regarding provision of BellSouth long distance service to its end users. Because most CLECs are affiliated with long distance carriers, BSLD believed that the absence of inquiries indicated a general lack of interest by CLECs in making BellSouth long distance service available to their end users.

VI. **BSLD IS WORKING WITH CLECS IN ORDER TO PROVIDE ITS SERVICES TO THE CLECS' END USERS**

10. BSLD welcomes the opportunity to compete with other IXC's for the business of all LEC end users in those geographic areas where it provides services. BSLD is continuing to review the business and technical requirements to support the provision of its services to CLEC end users. It is clear that BSLD must create a variety of new processes to enable it to serve these end users. Some of these new processes can be put into place sooner than others.
11. In the interim, BSLD must continue to restrict the provision of its services to end users who can actually be served by BSLD. When BSLD has the necessary arrangements in place to serve the end users of CLECs, it will do so.
12. Accordingly, WorldCom's claim that BellSouth is violating the separate affiliate requirement must be rejected. BellSouth's entry into the long distance market in the states covered by this application continues to be in the public interest and its application should be approved.
13. This concludes my Affidavit.



---

**BellSouth Interconnection Services**

675 West Peachtree Street  
Atlanta, Georgia 30375

**Carrier Notification  
SN91083138**

Date: June 14, 2002

To: All BellSouth Interconnection Services' Customers

Subject: All BellSouth Interconnection Services' Customers – Guidelines for use of Uniform Service Order Codes (USOC), Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) Associated with BellSouth Long Distance

This is to advise that the following USOCs, PIC and LPIC associated with BellSouth Long Distance will not be valid on any Interconnection Resale and Unbundled Network Elements (UNE) and Unbundled Network Elements-Platform (UNE-P) orders where the submitting carrier does not have an operational agreement with BellSouth Long Distance:

- PIC = 0377
- LPIC = 0377
- USOCs = BSL++, BSFPF, B3FSB, B3FCX, BTFA+, BFN++, BSXBR, BSXBU, BSXRR, BSXRU, BSXR1, BSXB1

If these USOCs/PIC/LPIC are submitted with any Local Service Request (LSR) and there is no operational agreement with BellSouth Long Distance, the LSR will be returned to the carrier for clarification.

If you have any questions, please contact your BellSouth Local Support Manager.

Sincerely,

**ORIGINAL SIGNED BY JIM BRINKLEY**

Jim Brinkley – Senior Director  
BellSouth Interconnection Services

**Kibler, Janet**

---

**From:** Kibler, Janet  
**Sent:** Wednesday, July 31, 2002 12:07 AM  
**To:** patricia.b.woods@wcom.com  
**Subject:** RE: BellSouth Long Distance Operational Guide



WordCom2.doc



CLECQuestions.doc

c

Please see attached.

Thanks.

-----Original Message-----

**From:** Patricia Woods [mailto:patricia.b.woods@wcom.com]  
**Sent:** Friday, July 26, 2002 10:30 AM  
**To:** Van Cooper (E-mail); Janet.Kibler@bellsouth.com  
**Cc:** John Monroe (E-mail); Tyra C Hush (E-mail)  
**Subject:** BellSouth Long Distance Operational Guide

**July 30, 2002**

**Dear Ms. Woods:**

**I received your email regarding an operational agreement with BellSouth Long Distance. I want to bring you up to date on our progress in developing the business and technical requirements that will be necessary to provide BSLD services to your end users.**

**BSLD is continuing to review the business and technical requirements to support the provision of its services to CLEC end users. Our findings to date indicate that most CLECs cannot or do not make available to IXCs the broad range of services needed by BSLD to provide service to the end users of those CLECs. For example, we are finding that many CLECs do not offer billing and collection services. As an alternative, when we considered using our existing clearinghouse vendor, we found that many (if not most) CLECs do not have standing arrangements with this vendor. In addition, it is also our understanding that CLECs currently have no way of providing CARE information to BSLD in a format that will allow us to provide service to their end users. As a result of these and other issues, BSLD must create a variety of new processes to enable it to provide any services to CLEC end users.**

**Because of the unanticipated initial interest in obtaining BSLD services for CLEC end users, we are actively reviewing the work that must occur to allow this to happen. Because of the extensive scope of work that will need to take place, we expect that it will be at least 60 to 90 days before we will be able to provide service to CLEC end users and, even then, we may not be able to provide more than a limited number of offerings. We also expect constraints on our ability to interface mechanically with CLECs for some period of time. We are continuing to develop additional options, but we do not yet have an estimated availability date for these alternatives.**

**You can help us finalize our initial and future phases of availability by completing the attached questionnaire and returning it to me by August 10, 2002.**

**Sincerely,**

**Janet A. Kibler  
AVP - Planning and Development  
BellSouth Long Distance**

**Attachment**



**BellSouth Long Distance, Inc.**

**CLEC Questionnaire**

1. Please provide your national CLEC name.
2. Please provide your national CLEC ID.
3. Please provide your Regional Accounting Code(s).
4. List the states where your CLEC has a presence. For each state where your CLEC has a presence, describe whether it is within the BellSouth Telecommunications (BST) service area or outside or both. If outside the BST service area, please provide the name of the ILEC(s).
5. Is your CLEC switched (facilities) based, a reseller or a UNE-P user? If your CLEC provides service using a combination of serving platforms, list the serving platform (i.e., facilities based, resale or UNE-P) by service area (LATA, NPA/NXX, CLI).
6. In areas where your CLEC uses a facilities based platform, does your CLEC support local number portability (LNP)?
7. In areas where your CLEC is a Facilities Based Provider, does your CLEC support Equal Access in all areas? If the answer is no, please provide the planned date for support of Equal Access capability by service area (LATA, NPA/NXX, CLI).
8. In areas where your CLEC is a Facilities Based Provider, does your CLEC always connect (trunk) to the ILEC's Access Tandem for connection to IXCs? If the answer is no, please describe how your CLEC currently interconnects with IXCs (describe by LATA, NPA/NXX, CLI).
9. What is the earliest date that BellSouth Long Distance (BSLD) can start sending InterLATA PIC orders to your CLEC?
10. What is the earliest date that BSLD can expect to receive CARE records from your CLEC?

**BellSouth Long Distance, Inc.**

**CLEC Questionnaire**

11. Provide the CARE Transaction Codes and Service Indicators that your CLEC currently supports when sending CARE records to IXC's.
12. Provide the CARE codes currently accepted by your CLEC to exchange data for PIC orders.
13. Will the BTN populated on the CARE record be actual phone number or account number format?
14. What "pub" indicators will your CLEC support?
15. Will your CLEC allow customers to choose separate IntraLATA and InterLATA carriers (2-PIC)?
16. Which of the following values does your CLEC currently use to forward data to BSLD?
  - BLANK: not multi-PIC
  - A: intraLATA
  - B: IntraLATA/interLATA (international assumed)
  - E: InterLATA (international assumed)
17. What media do you presently use to transmit PIC orders? Paper, tape, fax, e-mail, electronic. If tape, provide specifications. If electronic, describe type of interface.
18. Will your CLEC be willing to use other media it currently does not use to transmit PIC orders? If so, please list the other media your CLEC is willing to use.
19. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for equal access policy and procedures.

**BellSouth Long Distance, Inc.**

**CLEC Questionnaire**

20. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for CARE handling and processing.
21. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact where IXC CARE should be sent (if different from above).
22. Describe CLEC's current dispute resolution process for PIC changes and provide contact person, street address, telephone number, fax number and e-mail address.
23. Does your CLEC currently support three-way calling with IXC and end-user for PIC change requests?
24. What are CLEC's PIC change charges? Please provide tariff reference.
25. What are CLEC's PICC charges? Please provide tariff reference.
26. What are CLEC's Switched Access charges for origination and termination, if applicable? Please provide tariff reference.
27. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for basic 1+ service. Provide separate estimates for residence customers, business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.
28. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for toll-free service. Provide separate estimates for business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.
29. Please provide a monthly estimate for the next 12-month period of private lines purchased by CLEC's end users?

**BellSouth Long Distance, Inc.**

**CLEC Questionnaire**

30. Please provide a monthly estimate for the next 12-month period of Frame Relay drops purchased by CLEC's end users?
31. Please provide a monthly estimate for the next 12-month period of Asynchronous Transfer Mode (ATM) drops purchased by CLEC's end users?
32. Does your CLEC plan to use BSLD as the exclusive IXC for 1+ services for CLEC's customers?
33. Does your CLEC plan to use BSLD for CLEC owned public telephones?
34. Does your CLEC currently provide Billing & Collection services to other IXCs? If so, please provide prices and a sample contract.
35. Does your CLEC currently have a contractual arrangement with a Clearing House? If so, please provide name(s).

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, DC 20554**

|   |   |                      |
|---|---|----------------------|
| In the Matter of                            | ) |                      |
|   | ) |                      |
| Joint Application by BellSouth Corporation, | ) |                      |
| BellSouth Telecommunications, Inc.,         | ) | WC Docket No. 02-307 |
| and BellSouth Long Distance, Inc. for       | ) |                      |
| Provision of In-Region, InterLATA           | ) |                      |
| Services in Florida and Tennessee           | ) |                      |

**REPLY AFFIDAVIT OF MARY M. DENNIS**

I, MARY M. DENNIS, being of lawful age and duly sworn upon my oath, depose and state:

**I. PROFESSIONAL EXPERIENCE**

1. My name is Mary M. Dennis. I am a Director of Business Implementation and Compliance at BellSouth Long Distance, Inc. ("BSLD"). BSLD operates as a separate corporate entity from BellSouth Telecommunications, Inc. ("BST"), in accordance with both the 1996 Act and the Commission's rules. In my current position, I direct BSLD's business implementation and regulatory compliance efforts in support of BSLD's long distance operations.
2. I graduated from Indiana University in 1978 with a Bachelor of Arts degree in Mathematics. I then joined South Central Bell as an outside plant engineer with responsibility for issuing work order authorizations. I later assumed responsibilities for long range outside plant planning. In 1984, I moved to Birmingham, Alabama, to join the South Central Bell headquarters staff. My first staff position was tariff writer and subject matter expert for service connection charges in the Rates and Tariffs organization. In 1986, I was promoted to Product Manager in the Lines of Business organization. In 1987,

I was promoted to FCC Docket Manager in Atlanta, Georgia. In that capacity, I worked on issues such as cable television, fiber deployment, and the FCC's Third Computer Inquiry. In 1997, I was promoted to Director, Federal Regulatory, with responsibility for planning and implementing regulatory policies for emerging technologies and advanced telecommunications services. I assumed my current position in 2000.

**II. PURPOSE OF AFFIDAVIT**

3. The purpose of my affidavit is to respond to the comments of Network Telephone Corporation that concern BellSouth's treatment of competitive local exchange company ("CLEC") orders that contain requests for a BellSouth Long Distance PIC. My affidavit explains why BSLD asked BellSouth to reject orders from a CLEC when BSLD does not have in place the necessary business and technical arrangements to provide service to that CLECs' end users. In addition, my affidavit will show that BSLD stands ready to complete these business and technical arrangements with Network Telephone and other CLECs and thereby to provide BSLD long distance services to CLEC end users.

**III. BSLD NEEDED TO ENSURE THAT IT WOULD NOT RECEIVE INTEREXCHANGE CUSTOMERS PRIOR TO RECEIPT OF SECTION 271 RELIEF**

4. Prior to receiving relevant FCC authorization to provide in-region interexchange services, BSLD took steps to ensure that it would not inadvertently be assigned in-region customers. Specifically, BSLD arranged for BST to install an edit within BST's systems that caused the return for clarification and handling of CLEC end user orders in the event that the order sought to assign or maintain BSLD service on a CLEC end user account.
5. Once the FCC authorized BSLD to provide interexchange services in some of BellSouth's in-region states, it was just as important that BSLD not be assigned

customers located in states where it is not authorized to provide service or customers for whom it is not technically capable of providing service. BSLD then revised its arrangement with BST so that (1) BST would process end user orders only from CLECs that have in place with BSLD the necessary operating procedures to ensure that BSLD services can be provided to the CLEC's end users and (2) that BST return to the submitting carrier for clarification any orders requesting BSLD services if that carrier does not have in place with BSLD the operating procedures needed to provide services to the end user, or if the order was for service in a state where BSLD did not yet have interlata authority.

**IV. CUSTOMER-RELATED AND BUSINESS-RELATED ARRANGEMENTS MUST BE IN PLACE BEFORE AN IXC CAN PROVIDE ITS SERVICES TO END USERS**

6. Any interexchange carrier ("IXC"), including BSLD, must negotiate with local exchange companies ("LECs") the necessary business arrangements that will allow it to provide its service to the end users of these LECs. These arrangements include negotiating the carrier-to-carrier transfer of back office information that allows a customer to select the IXC, setting up an account with the customer, and providing a bill to the end user customer. The IXC may also need to negotiate acceptable terms to govern the LEC's carrying the IXC's traffic and assessment of access charges to the IXC. For a LEC that utilizes its own switches, the IXC may also need to have its Carrier Identification Code ("CIC") loaded by that LEC since, without the IXC's CIC in place, end users of switch-based LECs would be unable to complete calls over the IXC's network. These

arrangements are, for the most part, negotiated with each LEC on an individual, company by company basis.

V. **BSLD STANDS READY TO ESTABLISH AGREED-UPON OPERATING PROCEDURES WITH CLECS**

7. Prior to BellSouth's receiving FCC approval to provide long distance services in the states of Georgia and Louisiana, no CLEC had contacted BSLD about providing service to its customers. After the launch of BellSouth long distance service in these two states, a number of CLECs approached BSLD for the first time regarding provision of BellSouth long distance service to their end users.
8. BSLD responded to each CLEC that contacted BSLD by requesting that the CLEC return to BSLD information that would become the foundation for an operating arrangement between the two companies. The requested information was in a questionnaire format modeled after questionnaires used by other IXCs.
9. During this same period of time, BSLD made various arrangements so that it would be capable of providing customer support and service as well as back office systems and billing systems necessary for a CLEC end user to select BellSouth long distance services. Among these were the securing of services of various vendors to provide the above enumerated functions. BSLD also secured an underlying carrier, whose services it will resell.
10. As evidenced by Exhibit 1-C of Network Telephone's comments, BSLD asked Network Telephone on July 18, 2002, to complete the above referenced questionnaire and return it by August 2, 2002. Network Telephone has yet to return this questionnaire to BSLD nor has it provided any other information to BSLD.



11. Nonetheless, on October 9, 2002, BSLD contacted Network Telephone and advised Network Telephone that BSLD was ready to provide service to Network Telephone's end users subject to Network Telephone's review of and concurrence with BSLD's operating procedures and its completion of a simplified version of the questionnaire previously provided. On October 10, 2002, BSLD provided to Network Telephone a copy of its operating procedures for resale/UNE switching based CLECs, including the simplified questionnaire and Acknowledgement Form, attached as Exhibit MMD-1 hereto. BSLD requested that Network Telephone complete the questionnaire and Acknowledgement Form and return these items to BSLD. On October 11, 2002, and again on October 22, 2002, BSLD contacted Network Telephone to confirm that the items had been received and to offer its availability to respond to any questions. Network Telephone has not raised any questions or concerns with the items provided to it on October 10, 2002, and BSLD still awaits Network Telephone return of the requested information. Nonetheless, BSLD has scheduled a conference call with Network Telephone for November 1, 2002, to respond to any questions or concerns that Network Telephone may have regarding these items.
12. BSLD has also created operating procedures for facilities based CLECs. These procedures are attached as Exhibit MMD-2.
13. BSLD has now provided a copy of the appropriate operating procedures to all CLECs who have made inquiries to BSLD. BSLD thus stands ready to serve the end users of CLECs in the BellSouth serving area.
14. This concludes my Affidavit.



BellSouth Long Distance

Reply Exhibit MMD-1

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## **Procedures for Operating with BellSouth Long Distance for Reseller and UNE-switching CLECs**

**VERSION 2.0**

**DATE 10-08-02**

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BellSouth Long Distance

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BellSouth Long Distance

## 1. REVISION HISTORY

| Version | Date     | Description              |
|---------|----------|--------------------------|
| 1.0     | 09-03-02 | Draft                    |
| 2.0     | 10-04-02 | Initial release to CLECs |

## 2. PURPOSE

The purpose of this document is to provide information to Reseller and UNE-switching CLECs on how to operate with BellSouth Long Distance (BSLD) in order for the end users of those CLECs to be able to subscribe to BSLD 1+ switched service, Operator Services, and Directory Assistance. Currently BSLD does not offer service to Reseller/UNE-switched CLECs that do not operate through BST as their switch provider. Dedicated services are not covered by this document. Please contact BSLD at 1-800-945-6500 for more information regarding dedicated services. It should also be noted that because of current system limitations, BSLD is unable to provide Toll Free or Calling Card services at this time. BSLD provides long distance service to CLEC customers by utilizing a reseller agreement with Qwest Communications.

BSLD would like to take this opportunity to establish a working relationship with your company as the local service provider and to ensure that you have all the necessary information to allow your customers to purchase BSLD services.

## 3. KEY CONTACT QUICK REFERENCE

The following is a quick reference of phone numbers for key contact information related to operating with BSLD:

| Description  | Contact Name      | Phone Number   | Hours of Operation                |
|--|-------------------|----------------|-----------------------------------|
| BSLD Business Billing Inquires                         | Customer Service  | 1-866-235-5531 | Monday – Friday:<br>8am – 11pm ET |
| BSLD Business Customer Care                            | Customer Service  | 1-866-235-5531 | Monday – Friday:<br>8am – 11pm ET |
| BSLD CLEC Relations/Operating Information              | Jill Wells        | 770-352-3157   | Monday – Friday:<br>9am – 5pm ET  |
| BSLD Consumer Billing Inquires                         | Customer Service  | 1-866-235-5531 | Monday – Friday:<br>8am – 11pm ET |
| BSLD Consumer Customer Care                            | Customer Service  | 1-866-235-5531 | Monday – Friday:<br>8am – 11pm ET |
| BSLD Fraud Center                                      | Customer Service  | 1-866-279-9547 | 24 hrs/day, 7 days/wk             |
| BSLD Trouble Management                                | Customer Service  | 1-866-235-5531 | Monday – Friday:<br>8am – 11pm ET |
| Qwest CARE/Provisioning Information and Implementation | Michelle Cummings | 614-215-6159   | Monday – Friday:<br>8am – 5pm ET  |

## 4. PROCEDURES FOR OPERATING WITH BSLD

The following are the steps that your company must take to establish a relationship with BSLD so that BSLD service can be offered to your local customers:

1. Review this document in its entirety.
2. Fill out and return the "CLEC Questionnaire" to BSLD. A copy of the questionnaire is in Appendix A of this document. Also, fill out and return a signed copy of the "CLEC Acknowledgement Form" to BSLD. A copy of the form is in Appendix B of this document.

Either fax the completed form to:

Jill Wells, BSLD Carrier Relations  
678-587-5293

Or, mail the completed form to:

Jill Wells, BSLD Carrier Relations  
400 Perimeter Ctr Ter NE  
Atlanta, GA 30346-1231

3. Establish a CARE process with Qwest Communications if a CARE process does not already exist between your company and Qwest. See the "Provisioning Customers" section for more details.
4. Your company will receive confirmation that a relationship has been successfully established with BSLD and that you can begin offering BSLD service to your local customers.

## **5. UNDERSTANDING BSLD FOR CLEC CUSTOMERS**

### **A. Where does BSLD offer Long Distance Service?**

BSLD currently provides long distance services to end users in the following states: AL, GA, KY, LA, MS, NC and SC. BSLD service can only be provided to these end users within the BellSouth Telecommunications, Inc. (BST) service (franchise) area. Your company must ensure that BSLD service is offered only to those end users whose service location meets these geographic requirements. If a Local Service Request (LSR) is submitted with a Primary Inter-exchange Carrier (PIC) of 0377 and the service is located outside of the geographic scope specified, the LSR will be clarified back to your company.

### **B. Qwest Communications as the Underlying Carrier**

BSLD provides long distance services for CLEC local customers by utilizing a reseller agreement with Qwest Communications. Qwest is thus the underlying carrier for BSLD long distance services and provides provisioning and network services. BSLD service for CLEC customers will be carried over the Qwest network with the use of Qwest's Carrier Identification Code (CIC) of 0432.

### **C. BSLD's Relationship with the BST Local Carrier Service Center (LCSC)**

As a Reseller or UNE-switching CLEC, your company utilizes BST as the local service switch provider and the LCSC at BST to submit Local Service Requests (LSRs). In order to provide BSLD service using Qwest as the underlying carrier (as described above), BSLD has established a relationship with BST's LCSC that allows for the translation of CIC 0377 to CIC 0432 for CLEC end users thereby allowing BSLD traffic to be carried over the Qwest network. In order to PIC your company's end users to BSLD, your company must submit a LSR with a PIC of 0377 or submit a "switch as-is" LSR for a service that has an existing PIC of 0377. The translation of CIC 0377 to CIC 0432 is transparent to your company. You will continue to submit LSRs as you currently do today. For details regarding provisioning of customers, please refer to the "Provisioning Customers" section.

### **D. What does this mean for your company?**

Your company must continue to send all local service provisioning information via LSR to the LCSC group at BST as normal. When selecting the BSLD PIC for your end users via the LSR process, the PIC on the LSR must be BSLD's CIC of 0377 for new service or a normal "switch as-is" LSR when switching your end user from another local service provider to your company for service. Failure to



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do so will delay processing and the use of the 0432 CIC directly on the LSR could result in what could be perceived to be an unauthorized PIC ("slam") of the customer to Qwest.

Since Qwest handles all customer data exchange and provisioning on behalf of BSLD, this means your company must establish a CARE process (manual or electronic) with Qwest if an existing process does not already exist between your company and Qwest. All customer data must be communicated to Qwest through the use of the CARE standard (see section 7A). Qwest's CIC of 0432 should be used on all CARE transactions.

**E. What does this mean for your customers?**

Use of Qwest as the underlying carrier will be transparent to your customers. BSLD services will be provided to your customers (upon their establishing service with BSLD) and your customers will be direct billed by BSLD as the long distance carrier.

**F. Deposits**

BSLD will perform a credit check on all customers, and in some instances may determine that a deposit is required from a customer. In the case where the customer does not reply to the BSLD deposit request, BSLD will interrupt their service until the deposit is received. Any required deposit will be collected directly by BSLD. Your company should not collect any form of deposit for BSLD long distance service.

**G. Billing the End User for Long Distance Service**

Any of your customers who establish long distance service with BSLD will be direct billed by BSLD. If customers contact your company directly with billing inquiries related to their long distance service with BSLD, please refer them to the following BSLD Billing Inquires toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Business Billing Inquires: 1-866-235-5531  
BSLD Consumer Billing Inquires: 1-866-235-5531

## 6. CUSTOMER CARE

### A. Information to be provided to Customer

Your company must provide the following information regarding BSLD service to any customer requesting BSLD for their PIC.

- Only switched 1+ service, Operator Services, and Directory Assistance are currently available to CLEC customers from BSLD.
- The number of BSLD calling plans available to CLEC customers is currently limited. Details on the availability of plans will be provided by BSLD.
- If the customer fails to contact BSLD within 7 days of changing their local service provider and selecting BSLD, they may experience a temporary interruption of their requested long distance service.

### B. BSLD Toll-free Number for Customer Care

BSLD provides a single toll-free number for all customer care interactions for consumer and small business customers. When interacting with a customer who inquires about new BSLD service or their existing BSLD service, your company must always refer the customer to the following toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

|                                    |                |
|------------------------------------|----------------|
| BSLD Small Business Customer Care: | 1-866-235-5531 |
| BSLD Consumer Customer Care:       | 1-866-235-5531 |

Please refer to Section 7 “Provisioning Customers” for details related to provisioning an end users service with BSLD.

### C. Hearing Impaired Customer Care

Hearing impaired customers can contact BSLD through the Telecommunications Relay Service (TRS) provider. The TRS provider can be contacted by dialing either 711 or the associated toll-free number used by the TRS provider for the customer’s state of residence. The customer can then request the TRS provider to dial 1-866-235-5531 to contact BSLD.

### D. PIC Disputes

A PIC dispute arises when a customer complains that they were changed to a long distance carrier without the customer’s authorization. When the customer makes such a complaint to your company, you should first verify that the PIC being disputed was initiated by the long distance carrier and not initiated by the



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customer via your business office. If the long distance carrier originated the PIC change, your company should immediately refer the customer to the designated carrier and begin a PIC dispute investigation with the long distance carrier that submitted the disputed PIC order. If the disputed PIC change is from BSLD, please refer the customer to the BSLD Customer Care number: 1-866-235-5531. If the customer initiated the PIC change via your business office, please follow appropriate PIC procedures to resolve the PIC dispute with the customer.

## 7. PROVISIONING CUSTOMERS

### A. Selecting BSLD as the customer's PIC

In order to PIC your company's end users to BSLD your company must submit a LSR with a PIC of 0377 or submit a "switch as-is" LSR for a service that has an existing PIC or LPIC of 0377. When the LCSC receives a LSR with a PIC or LPIC to BSLD's CIC of 0377 or a "switch as-is" order that currently has a PIC or LPIC of CIC 0377, the LCSC will process the order as follows:

- The LSR will generate a service order as part of normal LSR processing
- The service order will be tagged for processing due to the PIC or LPIC of 0377
- As the LCSC works the tagged service orders, it will recognize the PIC or LPIC of 0377 as a BSLD PIC.
- The LCSC will check for a valid "CLEC Acknowledgement Form" (Appendix B) for your company. BSLD provides a copy of your submitted form to the LCSC for their reference.
- The LCSC will translate 0377 to Qwest's CIC of 0432
- If the order is a "switch as-is" order, the LCSC will remove BSLD specific USOCs and FIDs from the order and submit the modified order to complete provisioning of the service on the switch.
- The LCSC will send information from the LSR and the service order to BSLD so that the service can be provisioned by BSLD. The list of information that the LCSC provides to BSLD is specified in Appendix C.

BSLD will use the information from the LCSC to provision end users on the Qwest network in order to provide BSLD service in a timely manner.

When your company reviews completed service orders at BST, you will see that where the PIC or LPIC was originally 0377, the completed service order will identify that the PIC or LPIC has been changed to 0432.

### B. Provisioning Customers with CARE

Qwest handles all customer provisioning communication with your company for BSLD services through the use of the CARE/ISI (Customer Account Record Exchange: Industry Support Interface) standards, more commonly known as CARE. In order to provision BSLD services, a CARE process must be

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established with Qwest if a process does not already exist between your company and Qwest. Refer to the ATIS/OBF Equal Access Subscription document Issue 13: ATIS/OBF-CARE-013 for CARE guidelines.

**C. Establishing a CARE Process with Qwest**

If your company does not already have an existing CARE process with Qwest, you must contact Qwest directly to establish a new process. For questions and procedures for setting up a CARE process with Qwest please use the following contact information (Hours of Operation are Monday – Friday: 8am – 5pm ET):

Contact: Michelle Cummings  
E-mail: [Michelle.cummings@qwest.com](mailto:Michelle.cummings@qwest.com)  
Phone #: 614-215-6159  
Fax #: 614-215-6451

**D. What CARE transactions should be used?**

Determination of the appropriate CARE transactions to communicate between your company and Qwest should be worked out with Qwest. If your company does not already have an existing CARE process with Qwest, you must contact Qwest directly to establish a new process. Qwest will provide all appropriate information in relation to CARE processing.

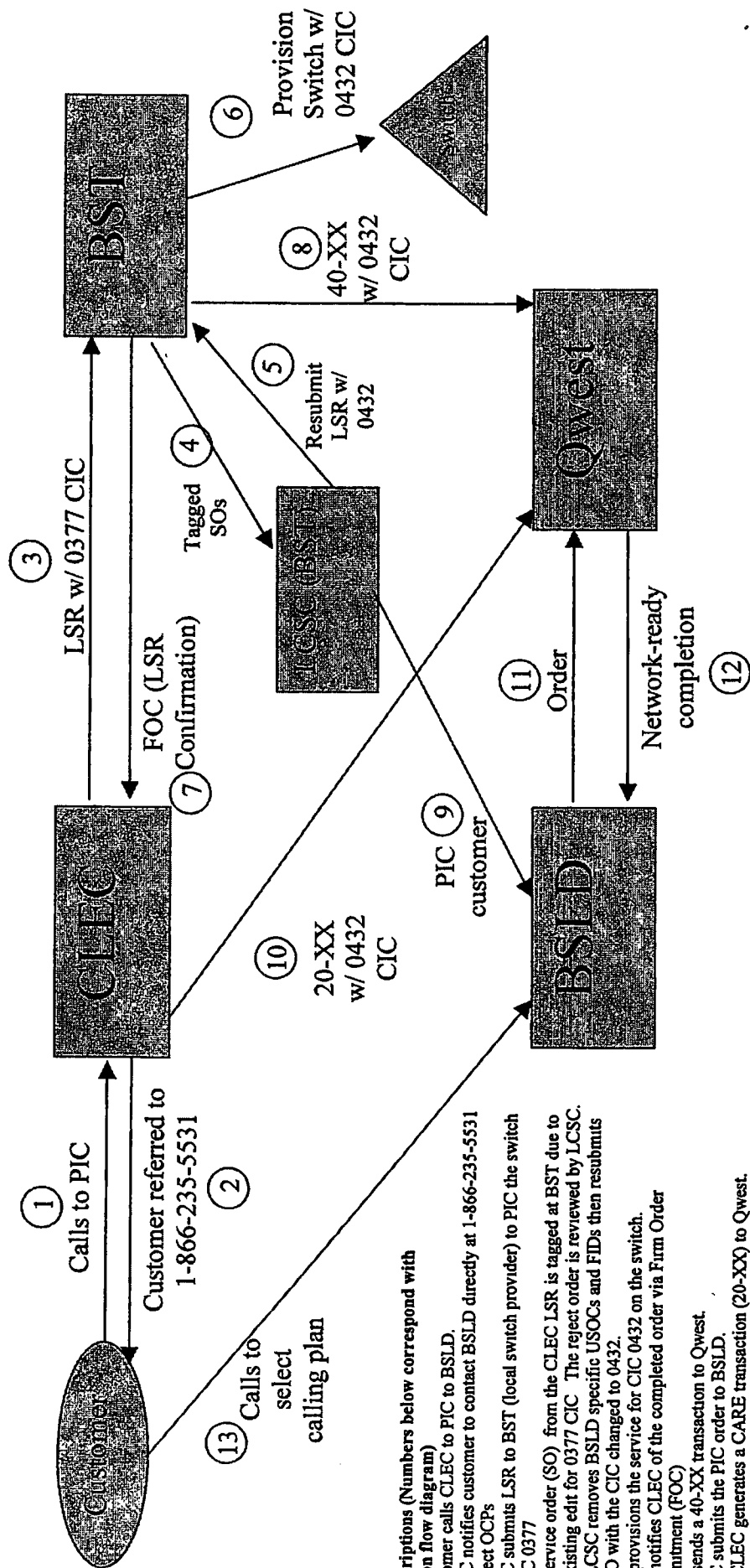
## **E. Provisioning BSLD Customers**

When the following situations occur, the customer must be referred to the BSLD toll-free number (1-866-235-5531) to establish account information with BSLD and select Optional Calling Plans (OCPs):

- A customer establishes new local service with your company, does not currently have BSLD service, and expresses their desire to have BSLD as their long distance carrier. Your company must submit a Local Service Request (LSR) with a PIC of 0377 and refer the customer to the BSLD toll-free number (1-866-235-5531). Your company must also notify Qwest of the PIC via the CARE process, using Qwest's CIC of 0432.
- A customer that has existing local service with your company, but does not currently have BSLD service, expresses their desire to have BSLD as their long distance carrier. Your company must submit a LSR with a PIC of 0377 and refer the customer to the BSLD toll-free number (1-866-235-5531). Your company must also notify Qwest of the PIC via the CARE process, using Qwest's CIC of 0432.
- A customer changes local service to your company and is an existing BSLD customer with a desire to continue their BSLD service. Your company must submit a "switch as-is" Local Service Request (LSR) or an LSR with a PIC of 0377 and refer the customer to the BSLD toll-free number (1-866-235-5531). Your company must also notify Qwest of the PIC via the CARE process, using Qwest's CIC of 0432.

The following flow illustrates the process that must occur when provisioning a new BSLD customer.

## Reseller or UNE-Switching CLEC: New BSLD Customer



## **F. Customer Service Changes**

If a customer that has existing long distance service with BSLD contacts your company with any address or service changes, your company should notify Qwest of changes via the CARE process and should refer the customer to the BSLD toll-free number (1-866-235-5531) to ensure that changes are accurately updated with BSLD. If a customer requests a calling plan change, they should be referred to the BSLD toll-free number (1-866-235-5531) without any CARE processing occurring.

## **G. Name and Address Validation**

When attempting to establish a customer account and service with BSLD based on information received from the LCSC, BSLD may encounter invalid billing name and address information. If this occurs BSLD will have to contact your company to gather correct billing name and address information and ensure a customer's BSLD service is established in a timely manner. Please provide all appropriate operational contact information as part of the "CLEC Acknowledgement Form" (Appendix B).



## **8. TROUBLE MANAGEMENT**

When a customer experiences trouble with their long distance service and their long distance carrier is BSLD, your company should first verify that the problem is not an issue with the local switch. If the problem is not an issue with the local switch, please refer the customer to the following BSLD Trouble Management toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Trouble Management: 1-866-235-5531

BSLD works directly with Qwest to identify and correct trouble issues once BSLD is notified via the toll-free number above of any customer trouble issues.

## **9. FRAUD MANAGEMENT**

BSLD manages fraud through the BSLD Fraud Center in conjunction with the Quest Fraud Management group. Quest will monitor network traffic to identify possible fraudulent usage. Qwest will collaborate with the BSLD Fraud Center to determine if a fraud situation exists. If a possible fraud situation is identified, the customer's service may be blocked and the customer would therefore be prevented from using any of their long distance services with BSLD. When a customer experiences a block on their service, they may contact your company with questions as to why their service is blocked. When a customer contacts your company with questions, your company should first verify that the problem is not an issue with the local switch. If the problem is not an issue with the local switch, please refer the customer to the following BSLD Fraud Center toll-free number (Hours of Operation are 24 hrs/day, 7 days/wk):

BSLD Fraud Center: 1-866-279-9547

## **10. BILLING**

All CLEC local end users that establish long distance service with BSLD will be direct billed by BSLD. If end users contact your company directly with billing inquiries related to their long distance service with BSLD, please refer them to the following BSLD Billing Inquires toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Business Billing Inquires: 1-866-235-5531

BSLD Consumer Billing Inquires: 1-866-235-5531

## **11. NETWORK CONFIGURATION**

BSLD uses the Qwest network to provide long distance services to our customers who obtain local service from CLECs. BSLD resells long distance service to CLEC customers. The calls from these BSLD customers will be routed to Qwest on your host provider's access tandem trunk group or direct tandem trunk group.

## **12. CONTACT INFORMATION**

### **A. BSLD Contacts**

Inquiries regarding procedures for operating with BellSouth Long Distance  
(Hours of Operation are Monday – Friday: 9am – 5pm ET):

Contact: Jill Wells  
E-mail: [bsld.clec@bellsouth.com](mailto:bsld.clec@bellsouth.com)  
Phone #: 770-352-3157  
Fax #: 678-587-5293

### **B. Qwest Contacts**

Inquiries regarding procedures for establishing CARE with Qwest (Hours of  
Operation are Monday – Friday: 8am – 5pm ET):

Contact: Michelle Cummings  
E-mail: [Michelle.cummings@qwest.com](mailto:Michelle.cummings@qwest.com)  
Phone #: 614-215-6159  
Fax #: 614-215-6451

## APPENDIX A: CLEC QUESTIONNAIRE

### BSLD - CLEC Questionnaire for Reseller and UNE-Switching CLECs

1. Please provide your CLEC name and any other names under which your company does business.
2. Please provide your Regional Accounting Code(s).
3. Indicate the states where your CLEC has a presence within the BST territory. Also provide all associated Operating Company Numbers (OCNs).

| State          | CLEC presence? | OCN |
|----------------|----------------|-----|
| Alabama        |                |     |
| Georgia        |                |     |
| Kentucky       |                |     |
| Louisiana      |                |     |
| Mississippi    |                |     |
| North Carolina |                |     |
| South Carolina |                |     |

4. What is the earliest date that BellSouth Long Distance (BSLD) or its agent can start sending InterLATA or InterLATA PIC orders to the CLEC?
5. Will the CLEC allow customers to choose separate IntraLATA and InterLATA carriers (2-PIC)?

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6. Which of the following values does the CLEC currently use to forward jurisdictional indication data to IXC's?
  - BLANK: not multi-PIC
  - A: intraLATA
  - B: intraLATA/interLATA (international assumed)
  - E: InterLATA (international assumed)
7. What media do you presently use to transmit PIC orders to IXC's? Paper, tape, fax, e-mail, electronic. If tape, provide specifications. If electronic, describe type of interface.
8. Will the CLEC be willing to use other media it currently does not use to transmit PIC orders to IXC's? If so, please list the other media the CLEC is willing to use.
9. Provide name and phone number for CLEC contact for billing name and address inquiries.
10. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for equal access policy and procedures.
11. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for CARE handling and processing.
12. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact where IXC CARE should be sent (if different from above).
13. Describe CLEC's current dispute resolution process for PIC changes and provide contact person, street address, telephone number, fax number and e-mail address. List any applicable charges and provide a tariff reference



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14. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for basic 1+ service. Provide separate estimates for residence customers, business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.
  
15. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for toll-free service. Provide separate estimates for business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.
  
16. Does the CLEC plan to use BSLD as the exclusive IXC for 1+ services, Operator Services, and Directory Assistance for CLEC's customers?
  
17. Does the CLEC plan to use BSLD for CLEC owned public telephones?

---

Fax this completed questionnaire to: Jill Wells, BSLD Carrier Relations 678-587-5293

OR

Mail this completed questionnaire to: Jill Wells, BSLD Carrier Relations, 400 Perimeter Ctr Ter NE, Atlanta, GA 30346-1231



BellSouth Long Distance

Procedures for Operating with BellSouth Long Distance

## APPENDIX B: CLEC ACKNOWLEDGEMENT FORM

### BSLD Operating Procedures for Reseller and UNE-Switching CLECs

Please provide BSLD with the following general information about your company and contact information for an on-going operational relationship:

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Company Address*

\_\_\_\_\_  
*Operational Contact Name*

\_\_\_\_\_  
*Operational Contact Phone #*

\_\_\_\_\_  
*Operational Contact E-mail Address*

\_\_\_\_\_  
*Operational Contact Fax #*

I acknowledge that I have reviewed the "Procedures for Operating with BellSouth Long Distance" and agree to comply with said procedures in order to provide BellSouth Long Distance as a long distance carrier option for my customers. As part of this acknowledgement, I agree to abide by the following guidelines:

1. PIC customers desiring BSLD as their long distance carrier to 0377 on LSRs submitted to the LCSC at BST. I acknowledge that the LCSC will pass information from the LSR to BSLD (as described in Appendix C).
2. Refer all customers expressing a desire to choose BSLD as their long distance carrier to the BSLD toll-free customer care phone number 1-866-235-5531 (Hours of operation are Monday – Friday: 8am – 11pm ET).
3. Communicate all customer data to BSLD via the CARE process with Qwest using the CIC of 0432.
4. Only submit orders for services located in BellSouth Telecommunications, Inc. service (franchise) area and BSLD relief states (AL, GA, KY, LA, MS, NC and SC).
5. Advise customers that there is currently a limited product and pricing plan availability offered by BSLD for CLEC customers, as outlined in section 6A.

Furthermore, I acknowledge that I have completed the "CLEC Questionnaire" (Appendix A), and that all information provided therein is accurate.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Contact Phone #*

Fax this form completed and signed to: Jill Wells, BSLD Carrier Relations 678-587-5293

OR

Mail this form completed and signed to: Jill Wells, BSLD Carrier Relations, 400 Perimeter Ctr Ter NE, Atlanta, GA 30346-1231

## APPENDIX C: LCSC TO BSLD RECORD LAYOUT

NOTE: Field names in () represent the BSLD specific name for the field value

| <i>Field</i>                       | <i>Field Type</i> | <i>Field Length</i> | <i>Description</i>  |
|------------------------------------|-------------------|---------------------|---|
| NEW or EXISTING Indicator          | String            | 8                   | Indicates if the service is a new BSLD PIC or an existing BSLD PIC. Valid values are: NEW; EXISTING   |
| Main TN (MBN)                      | String            | 10                  | The account telephone number identified on the LSR.   |
| Plan USOCs/FIDs on Main TN         | String            | 16                  | The USOC for the BSLD price plans currently associated with Main TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on Main TN | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the Main TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| Application Date                   | Numeric           | 8                   | Date that the PIC is effective - YYYYMMDD   |
| BUS or RES Indicator               | String            | 3                   | Identifies the type of end user. Valid values are: BUS = Business; RES = Residential  |
| PON                                | String            | 18                  | Purchase Order Number   |
| SO Number                          | String            | 18                  | Service Order Number  |
| PIC Only                           | String            | 1                   | Identifies if the order is for an InterLATA PIC Only (PIC). Mark with a value of 'Y' if it is an InterLATA PIC only.  |
| LPIC Only                          | String            | 1                   | Identifies if the order is for an IntraLATA PIC Only (LPIC). Mark with a value of 'Y' if it is an IntraLATA PIC only.   |
| Both PIC and LPIC                  | String            | 1                   | Identifies if the order is for both an InterLATA and IntraLATA PIC (PIC/LPIC) ). Mark with a value of 'Y' if it is both an InterLATA PIC and IntraLATA PIC.                   |
| Contact Name                       | String            | 80                  | The name of the contact person for a service.   |
| End User Name (Bill Name)          | String            | 80                  | The name of the end user.   |
| Street Address (Bill Address)      | String            | 80                  | Identifies the Street Address of the end user service location.   |
| City (Bill City)                   | String            | 40                  | Identifies the city of the end user service location.   |





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| <i>Field</i>                   | <i>Field Type</i> | <i>Field Length</i> | <i>Description</i>   |
|--------------------------------|-------------------|---------------------|--|
| State (Bill State)             | String            | 2                   | Identifies the two character postal code of the state/province of the end user service location.   |
| Zip Code (Bill Zip Code)       | String            | 9                   | Identifies the zip code or postal code of the end user service location.   |
| OCN (LSP ID)                   | String            | 4                   | Identifies the Operating Company Number (OCN) for the CLEC that submitted the order.   |
| Bill Period (Bill Cycle)       | String            | 2                   | Identifies the end user's Bill Date as specified on their bill (00-31)   |
| TN1 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN1         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN1 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN2 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN2         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN2 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN3 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN3         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN3 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN4 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN4         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |



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| <i>Field</i>                   | <i>Field Type</i> | <i>Field Length</i> | <i>Description</i>   |
|--------------------------------|-------------------|---------------------|--|
| Calling Card USOCs/FIDs on TN4 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN5 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN5         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN5 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN6 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN6         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN6 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN7 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN7         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN7 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN8 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN8         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN8 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN9 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |



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| <i>Field</i>                    | <i>Field<br/>Type</i> | <i>Field<br/>Length</i> | <i>Description</i>   |
|---------------------------------|-----------------------|-------------------------|--|
| Plan USOCs/FIDs on TN9          | String                | 16                      | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN9  | String                | 16                      | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN10 (WTN)                      | Numeric               | 10                      | The Service Telephone Number   |
| Plan USOCs/FIDs on TN10         | String                | 16                      | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN10 | String                | 16                      | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN11 (WTN)                      | Numeric               | 10                      | The Service Telephone Number   |
| Plan USOCs/FIDs on TN11         | String                | 16                      | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN11 | String                | 16                      | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN12 (WTN)                      | Numeric               | 10                      | The Service Telephone Number   |
| Plan USOCs/FIDs on TN12         | String                | 16                      | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN12 | String                | 16                      | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN13 (WTN)                      | Numeric               | 10                      | The Service Telephone Number   |
| Plan USOCs/FIDs on TN13         | String                | 16                      | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN13 | String                | 16                      | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |



## BellSouth Long Distance

| <i>Field</i>                    | <i>Field Type</i> | <i>Field Length</i> | <i>Description</i>   |
|---------------------------------|-------------------|---------------------|--|
| TN13                            |                   |                     | associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID  |
| TN14 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN14         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN14 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN15 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN15         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN15 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |
| TN16 (WTN)                      | Numeric           | 10                  | The Service Telephone Number   |
| Plan USOCs/FIDs on TN16         | String            | 16                  | The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID      |
| Calling Card USOCs/FIDs on TN16 | String            | 16                  | The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID |



BellSouth Long Distance

Reply Exhibit MMD-2

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## **Procedures for Operating with BellSouth Long Distance for Facilities-based CLECs**

**VERSION 2.0**  
**DATE 10-08-02**

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Procedures for Operating with BellSouth Long Distance

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## 1. REVISION HISTORY

| Version | Date     | Description              |
|---------|----------|--------------------------|
| 1.0     | 09-03-02 | Draft                    |
| 2.0     | 10-04-02 | Initial release to CLECs |



## 2. PURPOSE

The purpose of this document is to provide information to Facilities-based CLECs on how to operate with BellSouth Long Distance (BSLD) in order for the end users of those CLECs to be able to subscribe to BSLD 1+ switched service, Operator Services, and Directory Assistance. Dedicated services are not covered by this document. Please contact BSLD at 1-800-945-6500 for more information regarding dedicated services. It should also be noted that because of current system limitations, BSLD is unable to provide Toll Free or Calling Card services at this time. BSLD provides long distance service to CLEC customers by utilizing a reseller agreement with Qwest Communications.

BSLD would like to take this opportunity to establish a working relationship with your company as the local service provider and to ensure that you have all the necessary information to allow your customers to purchase BSLD services.

## 3. KEY CONTACT QUICK REFERENCE

The following is a quick reference of phone numbers for key contact information related to operating with BSLD:

| Description  | Contact Name      | Phone Number   | Hours of Operation                |
|--|-------------------|----------------|-----------------------------------|
| BSLD Business Billing Inquires                         | Customer Service  | 1-866-235-5531 | Monday – Friday:<br>8am – 11pm ET |
| BSLD Business Customer Care                            | Customer Service  | 1-866-235-5531 | Monday – Friday:<br>8am – 11pm ET |
| BSLD CLEC Relations/Operating Information              | Jill Wells        | 770-352-3157   | Monday – Friday:<br>9am – 5pm ET  |
| BSLD Consumer Billing Inquires                         | Customer Service  | 1-866-235-5531 | Monday – Friday:<br>8am – 11pm ET |
| BSLD Consumer Customer Care                            | Customer Service  | 1-866-235-5531 | Monday – Friday:<br>8am – 11pm ET |
| BSLD Fraud Center                                      | Customer Service  | 1-866-279-9547 | 24 hrs/day, 7 days/wk             |
| BSLD Trouble Management                                | Customer Service  | 1-866-235-5531 | Monday – Friday:<br>8am – 11pm ET |
| Qwest CARE/Provisioning Information and Implementation | Michelle Cummings | 614-215-6159   | Monday – Friday:<br>8am – 5pm ET  |

## 4. PROCEDURES FOR OPERATING WITH BSLD

The following are the steps that your company must take to establish a relationship with BSLD so that BSLD service can be offered to your local customers:

1. Review this document in its entirety.
2. Fill out and return the "CLEC Questionnaire" to BSLD. A copy of the questionnaire is in Appendix A of this document. Also, fill out and return a signed copy of the "BSLD Operating Procedures Acknowledgement Form" to BSLD. A copy of the form is in Appendix B of this document.

Either fax the completed questionnaire and form to:

Jill Wells, BSLD Carrier Relations  
678-587-5293

Or, mail the completed questionnaire and form to:

Jill Wells, BSLD Carrier Relations  
400 Perimeter Ctr Ter NE  
Atlanta, GA 30346-1231

3. Establish a CARE process with Qwest Communications if a CARE process does not already exist between your company and Qwest. See the "Provisioning Customers" section for more details.
4. Setup your company's network to allow long distance calls to be made by customers with BSLD service using the Qwest network. See the "Network Configuration" section for more details.
5. Your company will receive confirmation that a relationship has been successfully established with BSLD and that you can begin offering BSLD service to your local customers.

## **5. UNDERSTANDING BSLD FOR CLEC CUSTOMERS**

### **A. Where does BSLD offer Long Distance Service?**

BSLD currently provides long distance services to end users in the following states: AL, GA, KY, LA, MS, NC and SC. BSLD service can only be provided to these end users within the BellSouth Telecommunications, Inc. (BST) service (franchise) area. Your company must ensure that BSLD service is offered only to those end users whose service location meets these geographic requirements.

### **B. Qwest Communications as the Underlying Carrier**

BSLD provides long distance services for CLEC local customers by utilizing a reseller agreement with Qwest Communications. Qwest is thus the underlying carrier for BSLD long distance services and provides provisioning and network services. BSLD service for CLEC customers will be carried over the Qwest network with the use of Qwest's Carrier Identification Code (CIC) of 0432.

### **C. What does this mean for your company?**

Since Qwest handles all customer data exchange and provisioning on behalf of BSLD, this means your company must establish a CARE process (manual or electronic) with Qwest if an existing process does not already exist between your company and Qwest. All customer data must be communicated to Qwest through the use of the CARE standard (see section 7A). Qwest's CIC of 0432 should be used on all CARE transactions.

### **D. What does this mean for your customers?**

Use of Qwest as the underlying carrier will be transparent to your customers. BSLD services will be provided to your customers (upon their establishing service with BSLD) and your customers will be direct billed by BSLD as the long distance carrier.

### **E. Deposits**

BSLD will perform a credit check on all customers, and in some instances may determine that a deposit is required from a customer before provisioning their long distance service. In the case where the customer does not reply to the BSLD deposit request, BSLD may interrupt their service until the deposit is received. Any required deposit will be collected directly by BSLD. Your company should not collect any form of deposit for long distance service.



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## **F. Billing the End User for Long Distance Service**

Any of your customers who establish long distance service with BSLD will be direct billed by BSLD. If customers contact your company directly with billing inquires related to their long distance service with BSLD, please refer them to the following BSLD Billing Inquires toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Business Billing Inquires: 1-866-235-5531  
BSLD Consumer Billing Inquires: 1-866-235-5531

## **6. CUSTOMER CARE**

### **A. Information to be provided to Customer**

Your company must provide the following information regarding BSLD service to any customer requesting BSLD for their PIC.

- Only switched 1+ service, Operator Services, and Directory Assistance are currently available to CLEC customers from BSLD.
- The number of BSLD calling plans available to CLEC customers is currently limited. Details on the availability of plans will be provided by BSLD.
- If the customer fails to contact BSLD within 7 days of changing their local service provider and selecting BSLD, they may experience a temporary interruption of their requested long distance service.

### **B. BSLD Toll-free Number for Customer Care**

BSLD provides a single toll-free number for all customer care interactions for consumer and small business customers. When interacting with a customer who inquires about new BSLD service or their existing BSLD service, your company must always refer the customer to the following toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

|                                    |                |
|------------------------------------|----------------|
| BSLD Small Business Customer Care: | 1-866-235-5531 |
| BSLD Consumer Customer Care:       | 1-866-235-5531 |

Please refer to Section 7 “Provisioning Customers” for details related to provisioning an end users service with BSLD.

### **C. Hearing Impaired Customer Care**

Hearing impaired customers can contact BSLD through the Telecommunications Relay Service (TRS) provider. The TRS provider can be contacted by dialing either 711 or the associated toll-free number used by the TRS provider for the customer’s state of residence. The customer can then request the TRS provider to dial 1-866-235-5531 to contact BSLD.

### **D. PIC Disputes**

A PIC dispute arises when a customer complains that they were changed to a long distance carrier without the customer’s authorization. When the customer makes such a complaint to your company, you should first verify that the PIC being



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disputed was initiated by the long distance carrier and not initiated by the customer via your business office. If the long distance carrier originated the PIC change, your company should immediately refer the customer to the designated carrier and begin a PIC dispute investigation with the long distance carrier that submitted the disputed PIC order. If the disputed PIC change is from BSLD, please refer the customer to the BSLD Customer Care number: 1-866-235-5531. If the customer initiated the PIC change via your business office, please follow appropriate PIC procedures to resolve the PIC dispute with the customer.

## **7. PROVISIONING CUSTOMERS**

### **A. Provisioning Customers with CARE**

Qwest handles all customer provisioning communication for BSLD services through the use of the CARE/ISI (Customer Account Record Exchange: Industry Support Interface) standards, more commonly known as CARE. In order to provision BSLD services, a CARE process must be established with Qwest if a process does not already exist between your company and Qwest. Refer to the ATIS/OBF Equal Access Subscription document Issue 13: ATIS/OBF-CARE-013 for CARE guidelines.

### **B. Establishing a CARE Process with Qwest**

If your company does not already have an existing CARE process with Qwest, you must contact Qwest directly to establish a new process. For questions and procedures for setting up a CARE process with Qwest please use the following contact information (Hours of Operation are Monday – Friday: 8am – 5pm ET):

Contact: Michelle Cummings  
E-mail: [Michelle.cummings@qwest.com](mailto:Michelle.cummings@qwest.com)  
Phone #: 614-215-6159  
Fax #: 614-215-6451

### **C. What CARE transactions should be used?**

Determination of the appropriate CARE transactions to communicate between your company and Qwest should be worked out between you and Qwest. If your company does not already have an existing CARE process with Qwest, you must contact Qwest directly to establish a new process. Qwest will provide all appropriate information in relation to CARE processing.

## D. Provisioning BSLD Customers

Provisioning of a customer to PIC BSLD should **NOT** occur until your company receives notification from Qwest that the customer's service line has been PIC'd to BSLD. Failure to follow this procedure and PICing the customer to 0432 immediately could result in what could be perceived as an unauthorized PIC ("slam") of the customer to Qwest.

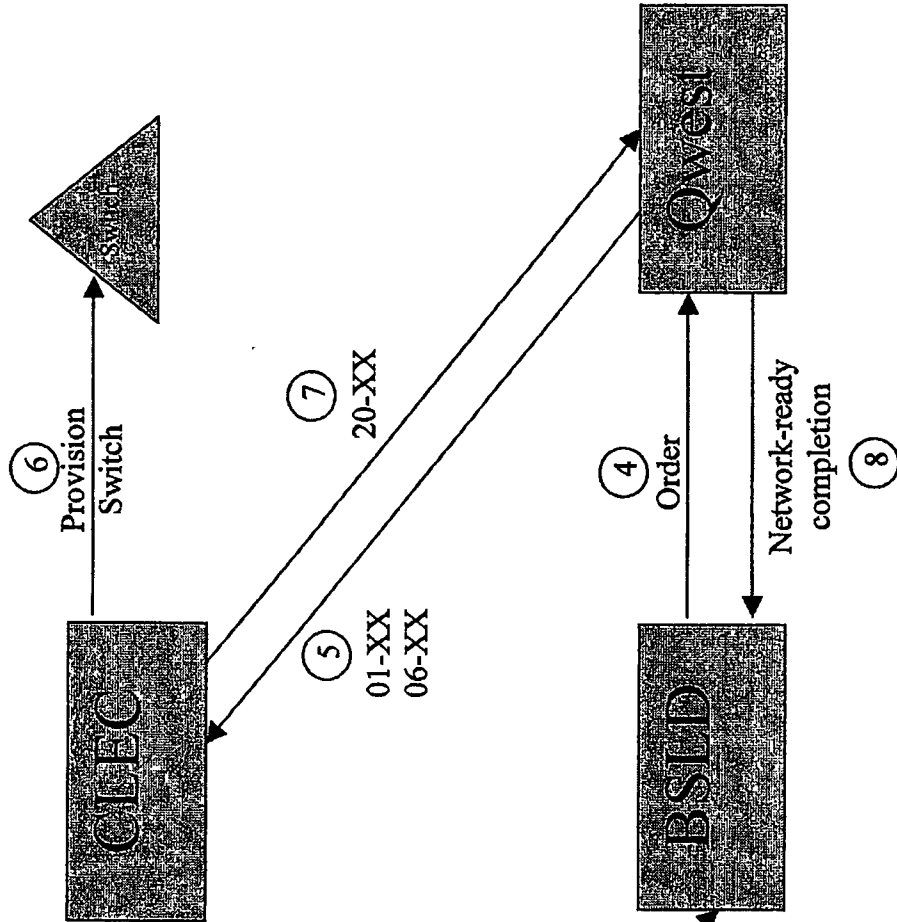
When the following situations occur, the customer must be referred to the BSLD toll-free number (1-866-235-5531) to establish BSLD service and select an Optional Calling Plans (OCP):

- A new customer establishes local service with your company and expresses their desire to have BSLD as their long distance carrier. Your company must submit your internal local order with a **"no PIC"** specification and refer the customer to the BSLD toll-free number (1-866-235-5531). After your company receives PIC notification from Qwest, you must provision your local switch using the CIC received from Qwest for a BSLD PIC.
- A customer who has existing local service with your company expresses their desire to have BSLD as their long distance carrier. Your company must **NOT** initiate an internal PIC order for the customer at this point. Instead your company must refer the customer to the BSLD toll-free number (1-866-235-5531). After your company receives PIC notification from Qwest, you must provision your local switch must occur using the CIC received from Qwest for a BSLD PIC.

The following flow illustrates the process that must occur when provisioning a new BSLD customer.



## Facilities-Based CLEC: New BSLD Customer



### Acronyms

BSLD - BellSouth Long Distance  
 IST - BellSouth Telecommunications  
 CARE - Customer Account Record Exchange  
 CLEC - Carrier Identification Code  
 LEC - Competitive Local Exchange Carrier  
 SP - Local Service Provider  
 IC - Primary Inter-exchange Carrier  
 WP - Switch Provider  
 NE-P - Unbundled Network Element Platform

### Flow Descriptions (Numbers below correspond to the numbers on the flow diagram)

- Customer calls CLEC to PIC to BSLD
- CLEC notifies customer to contact BSLD directly at 1-866-235-5531.
- Customer contacts BSLD to set up service and select plans
- BSLD sets up the customer account and places the appropriate orders to Qwest.
- Qwest generates CARE install to CLEC
- CLEC provisions the customer for CLEC 0432 on the switch.
- The CLEC generates a CARE transaction (20-XX) to Qwest which serves as a completion notice of the PIC on the local switch
- BSLD retrieves the network order completion notice (the CARE transaction) from Qwest.

## **E. Customer Service Changes**

If a customer who has existing long distance service with BSLD contacts your company with any address or service changes, your company should notify Qwest of changes via the CARE process and should refer the customer to the BSLD toll-free number (1-866-235-5531) to ensure that changes are accurately updated with BSLD. If a customer requests a calling plan change, they should be referred to the BSLD toll-free number (1-866-235-5531) without any CARE processing occurring.

## **F. Name and Address Validation**

When there is a change in customer information, BSLD may encounter invalid billing name and address information. If this occurs BSLD will have to contact your company to gather correct billing name and address information and ensure a customer's BSLD service is established in a timely manner. Please provide all appropriate contact information for billing name and address inquiries as part of the "CLEC Acknowledgement Form" (Appendix B).

## 8. TROUBLE MANAGEMENT

When a customer experiences trouble with their long distance service and their long distance carrier is BSLD, your company should first verify that the problem is not an issue with the local switch. If the problem is not an issue with the local switch, please refer the customer to the following BSLD Trouble Management toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Trouble Management: 1-866-235-5531

BSLD works directly with Qwest to identify and correct trouble issues once BSLD is notified via the toll-free number above of any customer trouble issues.

## 9. FRAUD MANAGEMENT

BSLD manages fraud through the BSLD Fraud Center in conjunction with the Quest Fraud Management group. Quest will monitor network traffic to identify possible fraudulent usage. Qwest will collaborate with the BSLD Fraud Center to determine if a fraud situation exists. If a possible fraud situation is identified, the customer's service may be blocked and the customer would therefore be prevented from using any of their long distance services with BSLD. When a customer experiences a block on their service, they may contact your company with questions as to why their service is blocked. When a customer contacts your company with questions, your company should first verify that the problem is not an issue with the local switch. If the problem is not an issue with the local switch, please refer the customer to the following BSLD Fraud Center toll-free number (Hours of Operation are 24 hrs/day, 7 days/wk):

BSLD Fraud Center: 1-866-279-9547



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## 10. BILLING

All CLEC local end users that establish long distance service with BSLD will be direct billed by BSLD. If end users contact your company directly with billing inquiries related to their long distance service with BSLD, please refer them to the following BSLD Billing Inquires toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Business Billing Inquires: 1-866-235-5531

BSLD Consumer Billing Inquires: 1-866-235-5531

## 11. NETWORK CONFIGURATION

The following section identifies the network configuration that must be used in order for your customers to make long distance calls with BSLD.

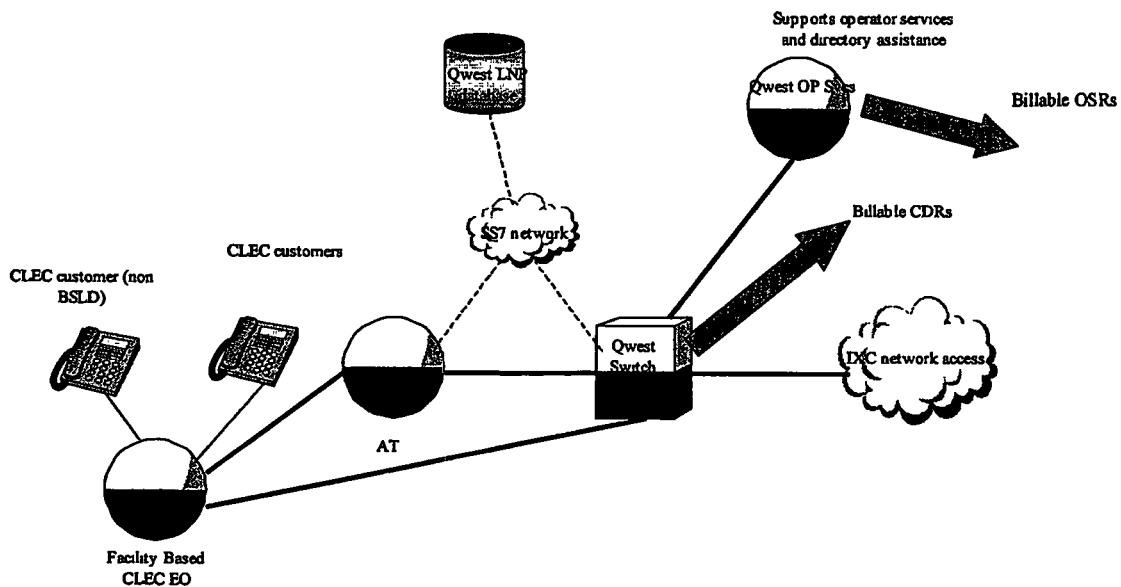
### A. Description:

BSLD uses the Qwest network to provide long distance services to our customers who obtain local service from CLECs.

BSLD resells long distance service to CLEC customers and assigns the Qwest 0432 CIC as the customers' PIC. The calls from these BSLD customers will be routed to Qwest either on access tandem trunk groups or direct trunk groups.

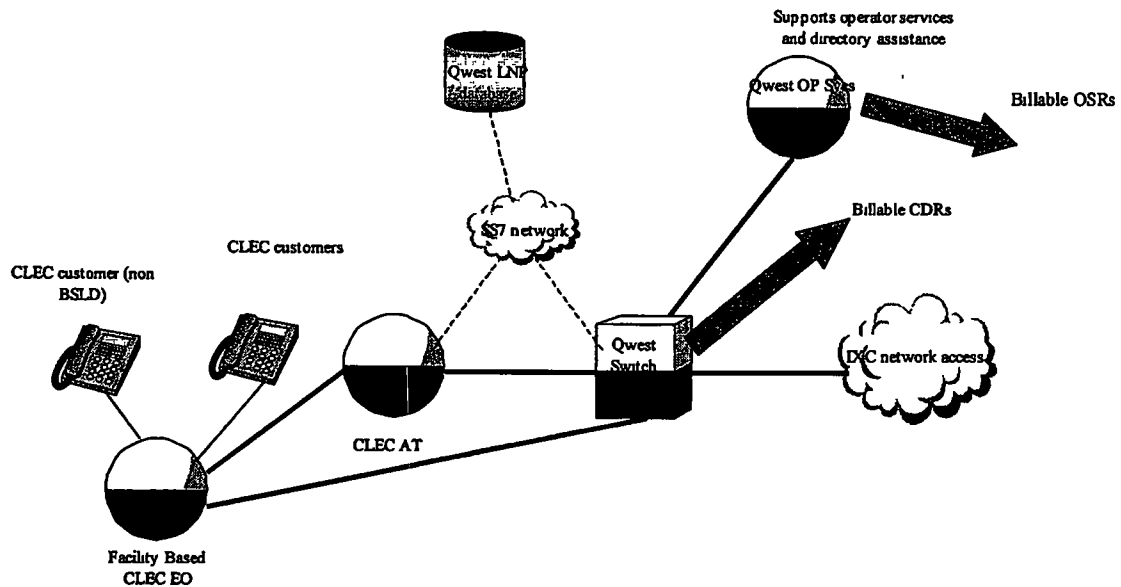
- **Through a BST Access Tandem or an Alternate Access Tandem provider**
  - If a facilities-based CLEC uses a BST Access Tandem for IXC access, then the CLEC's trunks to that Access Tandem must be translated to route calls with a CIC of 0432 to the Qwest egress group on that same tandem. An arrangement between the CLEC, the Tandem provider, and Qwest must be established as defined in the ATIS Ordering and Billing Forum documents and as adopted by the following interface documents:

- Multiple Exchange Carrier Ordering and Design Small Exchange Carrier Access Billing Guidelines
- Access Service Ordering Guidelines



### Figure 1 Facilities Based CLEC using BST Tandem for Access

- Direct trunks to Qwest
  - The CLEC must have access to the Qwest network with privileges established to send traffic to Qwest's 0432 CIC.



**Figure 2 CLEC with Direct Trunks to Qwest (Access tandem either CLECs or Alternate AT Provider)**

Note: There may or may not be an access tandem connection. If there is an access tandem and there is routing overflow, then there must also be routing to Qwest through the tandem for the 0432 CIC.

## **C. BSLD Standard References**

The trunk access method is Feature Group D using Common Channel Signaling.

These interfaces must conform to the following Telcordia specifications:

- GR-690-CORE Exchange Access Interconnection
- GR-394-CORE, Switching System Generic Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP).

The Common Channel Signaling standards are defined in:

- GR-905-CORE Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
- GR-246-CORE Telcordia Technologies Specification of Signaling System Number 7

If MF signaling is used, then the trunks should conform to the standards as defined in the GR-690-CORE listed above.

## **D. Identification of Originating Stations using ANI ii**

The CLEC must comply with the assignment of the ANI ii digits as defined by the following Industry Numbering Committee to identify the type of originating station.

- ANI INFORMATION DIGITS CODES - INC 98-0116-020



## **12. CONTACT INFORMATION**

### **A. BSLD Contacts**

Inquiries regarding procedures for operating with BellSouth Long Distance  
(Hours of Operation are Monday – Friday: 9am – 5pm ET):

Contact: Jill Wells  
E-mail: bsld.clec@bellsouth.com  
Phone #: 770-352-3157  
Fax #: 678-587-5293

### **B. Qwest Contacts**

Inquiries regarding procedures for establishing CARE with Qwest (Hours of  
Operation are Monday – Friday: 8am – 5pm ET):

Contact: Michelle Cummings  
E-mail: Michelle.cummings@qwest.com  
Phone #: 614-215-6159  
Fax #: 614-215-6451



BellSouth Long Distance

Procedures for Operating with BellSouth Long Distance

## APPENDIX A: CLEC QUESTIONNAIRE

### BSLD - CLEC Questionnaire for Facilities-based CLECs

1. Please provide your CLEC name and any other names under which your company does business.
2. Please provide your Regional Accounting Code(s).
3. Indicate the states where your CLEC has a presence within the BST territory. Also provide all associated Operating Company Numbers (OCNs).

| State          | CLEC presence? | OCN |
|----------------|----------------|-----|
| Alabama        |                |     |
| Georgia        |                |     |
| Kentucky       |                |     |
| Louisiana      |                |     |
| Mississippi    |                |     |
| North Carolina |                |     |
| South Carolina |                |     |

4. In areas where the CLEC is a Facilities Based Provider, does the CLEC support Equal Access in all areas? If the answer is no, please provide the planned date for support of Equal Access capability by service area (LATA, NPA/NXX, CLLI).
5. In areas where the CLEC is a Facilities Based Provider, does the CLEC always connect (trunk) to the ILEC's Access Tandem for connection to IXCs? If the answer is no, please describe how the CLEC currently interconnects with IXCs (describe by LATA, NPA/NXX, CLLI).
6. What is the earliest date that BellSouth Long Distance (BSLD) or its agent can start sending InterLATA or IntraLATA PIC orders to the CLEC?

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7. Will the CLEC allow customers to choose separate IntraLATA and InterLATA carriers (2-PIC)?
8. Which of the following values does the CLEC currently use to forward jurisdictional indication data to IXCs?
  - BLANK: not multi-PIC
  - A: intraLATA
  - B: intraLATA/interLATA (international assumed)
  - E: InterLATA (international assumed)
9. What media do you presently use to transmit PIC orders? Paper, tape, fax, e-mail, electronic. If tape, provide specifications. If electronic, describe type of interface.
10. Will the CLEC be willing to use other media it currently does not use to transmit PIC orders? If so, please list the other media the CLEC is willing to use.
11. Provide name and phone number for CLEC contact for billing name and address inquiries.
12. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for equal access policy and procedures.
13. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for CARE handling and processing.
14. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact where IXC CARE should be sent (if different from above).
15. Describe CLEC's current dispute resolution process for PIC changes and provide contact person, street address, telephone number, fax number and e-mail address. List any applicable charges and provide a tariff reference



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16. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for basic 1+ service. Provide separate estimates for residence customers, business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.
  
17. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for toll-free service. Provide separate estimates for business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.
  
18. Does the CLEC plan to use BSLD as the exclusive IXC for 1+ services, Operator Services, and Directory Assistance for CLEC's customers?
  
19. Does the CLEC plan to use BSLD for CLEC owned public telephones?

Fax this completed questionnaire to: Jill Wells, BSLD Carrier Relations 678-587-5293

OR

Mail this completed questionnaire to: Jill Wells, BSLD Carrier Relations, 400 Perimeter Ctr Ter NE, Atlanta, GA 30346-1231



BellSouth Long Distance

Procedures for Operating with BellSouth Long Distance

## APPENDIX B: CLEC ACKNOWLEDGEMENT FORM

### BSLD Operating Procedures for Facilities-based CLECs

Please provide BSLD with the following general information about your company and contact information for an on-going operational relationship:

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Company Address*

\_\_\_\_\_  
*Operational Contact Name*

\_\_\_\_\_  
*Operational Contact Phone #*

\_\_\_\_\_  
*Operational Contact E-mail Address*

\_\_\_\_\_  
*Operational Contact Fax #*

I acknowledge that I have reviewed the "Procedures for Operating with BellSouth Long Distance" and agree to comply with said procedures in order to provide BellSouth Long Distance as a long distance carrier option for my customers. As part of this acknowledgement, I agree to abide by the following guidelines:

1. Refer all customers expressing a desire to choose BSLD as their long distance carrier to the BSLD toll-free customer care phone number 1-866-235-5531 (Hours of Operation are Monday – Friday: 8am – 11pm ET).
2. Do NOT provision the customer's service to PIC BSLD until receiving notification of the customer's PIC to BSLD from Qwest Communications using the 0432 CIC. Internal local orders for a new customer must have a "**no PIC**" specification so that local provisioning is not delayed while awaiting a PIC notification. Failure to follow these procedures could result in an unauthorized PIC ("slam") of the customer to Qwest.
3. Provision all customers that are PIC'd to BSLD using the Qwest CIC 0432 after receiving a PIC notification from Qwest.
4. Only submit orders for services located in BellSouth Telecommunications, Inc. service (franchise) area and BSLD relief states (AL, GA, KY, LA, MS, NC and SC).
5. Advise customers that there is currently a limited product and pricing plan availability offered by BSLD for CLEC customers, as outlined in section 6A.

Furthermore, I acknowledge that I have completed the "CLEC Questionnaire" (Appendix A), and that all information provided therein is accurate.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Contact Phone #*

Fax this form completed and signed to Jill Wells, BSLD Carrier Relations 678-587-5293

OR

Mail this form completed and signed to Jill Wells, BSLD Carrier Relations, 400 Perimeter Ctr Ter NE, Atlanta, GA 30346-1231

BellSouth Telecommunications, Inc.  
North Carolina Utilities Commission  
Docket Nos. P-772, Sub 8; P-913,  
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4  
Joint Petitioners' 1st Request for Production  
April 6, 2003  
Item No. 6-11(A)-1  
Attachment 1

**ATTACHMENT TO REQUEST FOR PRODUCTION,  
ITEM NO. 6-11(A)-1**



# **MERGERS AND ACQUISITIONS END TO END PROCESS FLOW**



## CHANGE HISTORY

This section list changes made to the baseline "Mergers and Acquisition End to End Process Flow" document since the last issue. New versions of this document may be obtained from the Release Manager.

| Version | Issue Date | Section Revised | Reason for Revision                                      |
|---------|------------|-----------------|--|
| 0.1     | 9/25/2003  |                 | Initial draft.   |
| 0.2     | 01/25/2004 |                 | Conversion to word doc format                            |
| 0.3     | 01/29/2004 |                 | Correct Collocation Section, add SEEMS, and BBI sections |
| 0.4     | 2/4/2004   |                 | Continuity in flow                                       |
| 0.5     | 2/17/2004  |                 | Updates made by project management                       |
| 0.6     | 2/17/2004  |                 | Update to add CPG changes                                |
| 0.7     | 2/18/2004  |                 | Updates by legal and contract negotiators                |
| 0.8     | 2/19/2004  |                 | Update to add changes to Collocation                     |
| 1.0     | 2/24/2004  |                 | Baseline Document  |
| 1.1     | 3/8/2004   |                 | Changes to planning phase per M&A Chairperson            |





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## 1.0 PREFACE

In May of 2003, the Merger/Acquisition Core Team was developed. The Core Team's mission is to operationalize the processes, procedures, and policies to support transfers of assets and/or services between Wholesale Customers through a purchase, merger, or acquisition transaction ("Transfer").

The scope of the Core Team is to develop and/or change processes, procedures and BellSouth policies that can be applied to and implemented in a Transfer which will include, but is not limited to:

- All BellSouth wholesale products and services
- Processes impacting pre-ordering, ordering, provisioning, maintenance, billing and collections
- Communication and training

The following documentation is a compilation of all methods and procedures developed thus far in the effort of the mission. This document will be a "living" document in the sense that it will be continuously updated as additional methods and procedures are added and additional processes are defined and redefined.

The following documentation also includes a Planning Process Flow that begins at the point of entry that an acquiring CLEC or IXC notifies BellSouth of its intention to merge or acquire another CLEC or IXC or purchase certain assets. The Planning Process Flow takes into account the merger/acquisition transaction affecting the billing records contained in the Customer Record Information System (CRIS), Customer Account Billing System (CABS), network records, facility repositories, Integrated Billing Solutions (IBS) and maintenance databases (e.g. WFA, TIRKS, LMOS).

A Merger/Acquisition Chairperson has been put into place to manage and interface with all affected BellSouth internal departments as well as the acquiring CLEC or IXC in a merger/acquisition transaction. The Merger/Acquisition Chairperson will manage and direct the transaction to completion. Assisting the Merger/Acquisition Chairperson will be the Executive Review Board, consisting of Legal, Regulatory, Finance, and Contract Negotiations, to determine any issues that need to be resolved before moving forward with the transaction. The Merger/Acquisition Core Team will continue to remain in place to interface with the Merger/Acquisition Chairperson. The Core Team will consist of BBI-CABS/CRIS, Account Team, Regional Collocation Managers, Regulatory, Product Management, Project Management, TOS, Contract Negotiations, Legal, Billing, & Collections, ARM, , Industry Relations, Customer Care and SEEMS/PMAP, and Professional Services (as required).. The Core Team will assist the Merger/Acquisition Chairperson in identifying the appropriate information needed and/or resolve issues regarding their designated areas.



The acquiring CLEC or IXC will complete Level 1 and Level 2 Checklists that will assist BellSouth in determining how the transaction will be managed. The acquiring CLEC or IXC will also be responsible for providing a spreadsheet inventory of the transferring assets. The customer's inventory will be validated using BellSouth billing records as the base before the Merger/Acquisition Chairperson signals the transferring assets to be changed in the applicable billing and records systems.

Additionally, the Merger/Acquisition Chairperson will follow up to ensure quality assurance that the transaction is complete and provide any follow-up to any post transaction issues.

## **2.0 DESCRIPTION OF TRANSFER OF SERVICE (TOS)**

A Transfer of Service applies whenever an existing customer makes a decision to assign (transfer) their assets, interests, rights and financial obligations for an existing wholesale service account to another party, when there will be:

- No interruption or disconnection in service use.
- No relocation of all existing service.
- The new customer (Assignee) assumes all outstanding indebtedness for such services, any unexpired portion of the minimum period, and the termination liability (if any) associated with the services involved in the transfer. If the new customer does not agree to assume responsibility for all charges, Transfer of Service is not applicable and N & D orders are required.

A Transfer of Service generally occurs as a result of a change in the ownership and/or structure of a customer's business. Examples include, but are not limited to:

- An outright purchase
- Acquisition of an existing business
- The merging of two or more existing businesses
- Establishment of a new/changed business structure; i.e.
  - Sole ownership   -Partnership   -Corporation

## **3.0 DESCRIPTION OF A MERGER**

A merger is defined as the consolidation of two companies. In a merger, the merged company ceases to exist as a separate business and legal entity. The acquiring company assumes the assets, liabilities, franchises, and powers of the merged company by operation of law (i.e., automatically).

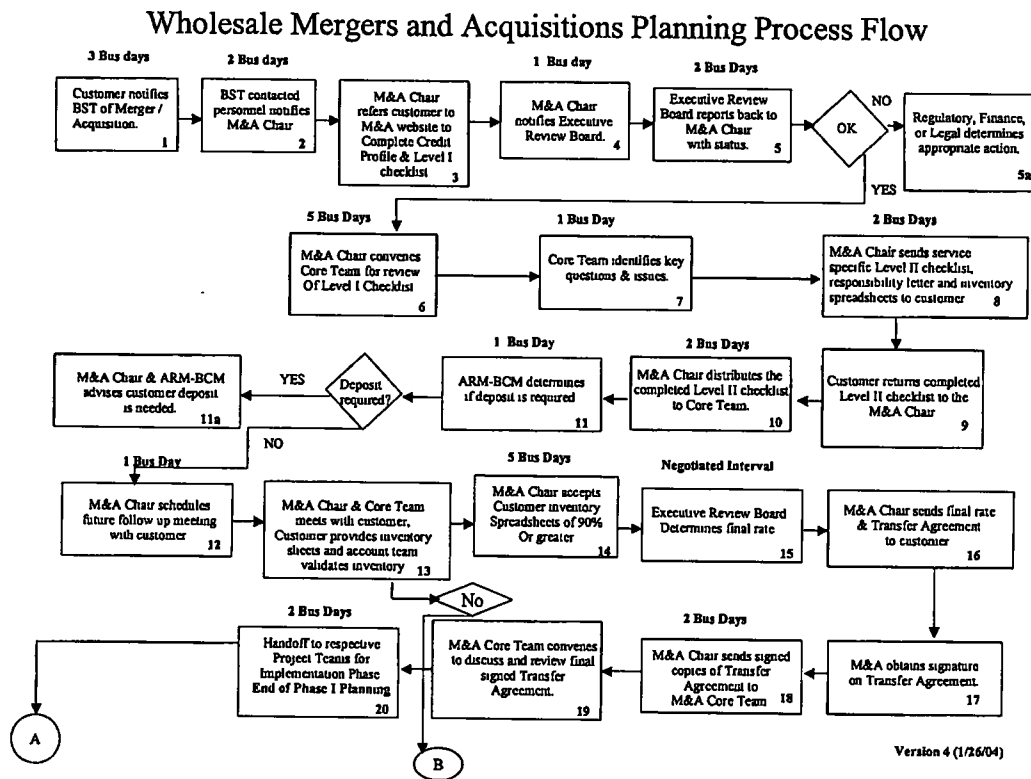
## **4.0 RESTRICTIONS:**

- Service is not interrupted or disconnected.



- No service order(s) will be issued/released to execute a Transfer of Service prior to the receipt of proper written agreement from both the Assignor (former owner) and the Assignee (new owner). If the former company has already been dissolved, the Transfer Document will not be appropriate.

## 5.0 PLANNING PROCESS FLOW DIAGRAM





## **5.1 Description**

This document identifies the planning process for implementing a merger and acquisition (M&A) within BellSouth between two (2) customers. The customers may be Interexchange Carriers (IXCs) or Competitive Local Exchange Companies (CLECs). The Planning phase documents the entry, evaluation, review and planning activities required for each merger transaction request presented to BellSouth.

BellSouth has defined a merger and acquisition as: acquisition, merger, consolidation, or combining of products and services by one company that relinquishes/resolves full responsibility/ownership of those described/designed products and services to another company/entity in total with associated liabilities. An M&A between two companies may either be a 'full' or 'partial' merger or acquisition.

A full merger identifies the scenario that all services from one customer are relinquished to another company. A partial merger identifies the scenario that something less than all of the products, services, and /or assets are being relinquished to another company. A partial merger may also involve a certain geographic location.

Regardless of the type of merger, BellSouth has defined a set of processes that should be followed in the event BellSouth is notified of a pending or completed merger between two customers.



## 5.2 Planning Process

In previous merger and acquisition transaction, the planning phase was the responsibility of the individual Account teams who represented the different entities within BellSouth affected by the specific transaction. The growing complexity and frequency of the merger and acquisition transactions requires full operationalization of the process, procedures, and policies to support the activities. Full operationalization is achieved with the creation of a comprehensive planning phase.

The planning phase collapses the various points of entry to a single communication work-stream that notifies BellSouth of a pending merger/acquisition transaction. The notification to BellSouth initiates the coordination between departments, communication with the customer, validation of inventory, investigation of any legal and regulatory issues that may delay the merger, and the negotiation of the Transfer Agreement (as defined below) between the selling CLEC, the acquiring CLEC and BellSouth. The Mergers and Acquisition (M&A) chairperson is a new role created to optimize planning, execution, and closeout of the merger/acquisition transaction.

## 5.3 M&A Transfer Document

BellSouth has developed an M&A transfer document ("Transfer Agreement") that will be sent to the acquiring customer in a merger scenario. The Transfer document will include the terms, conditions and rates. The M&A Chairperson will be responsible for getting the Transfer Agreement signed. See appendix for Exhibit 1.

## 5.4 Checklists

During the planning phase, the customer will be asked to complete Level 1 and Level 2 checklists. The Level 1 checklist provides the scope of the project, giving the M&A Chairperson direction on how to proceed. After the Level 1 checklist is completed and returned to BellSouth, the M&A Chairperson will request that the customer complete the relevant Level 2 checklists which will be specific to the products and services involved in the merger and/or acquisition. For example, if the merger involves local interconnection trunks, the customer will complete the Level 2 Checklist for trunks. If the merger involves access trunks, the customer will submit the Level 2 checklist for access trunks. If the merger involves unbundled network elements (UNE) services, the customer will complete the Level 2 Checklist for the specific UNE product.

The checklists will be used by BellSouth to determine the impact of the merger on BellSouth operations, billing, ordering, and network functions (see appendix for checklist(s)).





## 5.5 Customer Inventory Lists

The customer will be asked to submit an inventory of the specific services involved in the merger (appendix). If the customer desires, they may establish an agreement with the Professional Services group within BellSouth and have Professional Services identify the services for them and submit the inventory to the M&A Chairperson.

Note: Rates for using the Professional Services group will be outside of the M&A Transfer Agreement.

## 5.6 Rates

The cost of implementing the merger changes within BellSouth is dependent of the quantity and type of services involved in the merger. This includes, but is not limited to, The UNE products have a Transfer of Records Change (TORC) charge that is representative of the costs to change BellSouth records. For services ordered via the tariff, the tariff has Transfer of Service (TOS) rates defined.

The M&A Chairperson, along with representatives from Legal, Finance, Regulatory, Contract Negotiators and Account Receivable Management referred to as the Executive Review Board, will determine the cost of the merger and will provide the cost to the customer in the finalized Transfer Agreement. The Transfer Agreement will also include how the charges will be applied to the customer's bill, either on a circuit or trunk basis, or a lump sum amount after the transfer is completed. The M&A core team representatives will be advised of the costs and implementation methods to ensure successful implementation occurs.

Note: If the cost of the merger is to be done in a lump sum amount, the Post Billing Group will issue an OC&C using a narrative OC&C phrase with the amount of the merger.

Note: BellSouth Pricing and Costs SMEs are in the process of identifying the costs associated with implementation of a merger/acquisition. Depending on the outcome of this investigation, a new rate element or changes to the existing tariff language may be necessary.

Note: BellSouth Pricing and Costs SMEs are in the process of identifying the costs associated with implementation of mergers. Depending on the outcome of this investigation, a new rate element or changes to the existing tariff language may be necessary.



## **5.7 Roles and Responsibilities**

### **Mergers and Acquisition Chairperson:**

- Determine the type of merger
- Act as liaison between the acquiring customer and the M&A Core Team
- Be the overall communicator and Project Manager for M&A between each project team and the acquiring customer (written and oral)
- Act as program manager
- Coordinate overall Effective Bill Date for both billing and order completion
- Ensure all paperwork has been completed by customer
- Coordinate with Professional Services Sales Team as needed
- Contact Project Management to give notification of TOS authorization.
- Make Independent Customer Relations aware of the merger activity
- Obtain confirmation and acknowledgement letter from customer
- Submit spreadsheets and TOS charges to customer for approval.
- Coordinate the close out process –ensure all circuits/trunks/accounts impacted by the merger are updated to reflect merger activity
- Obtain executed originals from acquiring customer and assigning customer of all internal BellSouth documents outlined in the Transfer Agreement
- Negotiate a minimum of a 30 day freeze based on input from Core team
- Quality Assurance – ensure that BellSouth databases have been updated to reflect completion of past, current and future mergers
- Provide weekly status of transactions to Core team and stakeholders
- Forward written authorization from ARM BCM to process TOS to Project Managers

### **Account Receivable Management- BellSouth Credit Management:**

- Review credit profile
- Determine deposit if applicable
- Participates on the Executive Review Board

### **Account Receivable Management - Billing and Collections:**

- Provide debt analysis of acquired company to Executive Board
- Manually bill merger and acquisition charges on lump sum scenarios
- Handle disputes
- Collect outstanding debt
- Responsible for implementation of merger request at Q account level

### **Regulatory:**



- Participate on the Executive Review Board and the Core Team in ensuring regulatory compliance
- Monitor regulatory proceedings of early detection of M&As
- Support filings in those proceedings as appropriate

**Legal:**

- Participate on the Executive Review Board and the Core Team as legal issues arise.
- Assist the Contract Negotiator with the acquiring CLEC negotiation of the Transfer Agreement
- Interconnection Agreement Negotiators:
  - Assigned to the acquiring CLEC
- Participate on the Executive Review Board at the beginning of the notification from the Acquiring CLEC to BellSouth
- Review the transferring and acquiring CLEC's current interconnection agreements
- Review the PSC certification status for both CLECs
- Address any current contract issues that may have an impact before the transaction proceeds
- Work with the Merger/Acquisition Chairperson and Core Team in resolving contract/billing issues
- Will negotiate and prepare the applicable Transfer Agreement between BellSouth, the acquiring CLEC and the transferring CLEC.

**Account Teams/CLEC CARE:**

- Member of the Executive Review Board
- Assist in review of checklists
- Validate inventory spreadsheets
- Assist in determining cost
- Maintain copy of signed agreement(s)

**SEEM/PMAP:**

- Be the single point of contact for all issues related to the PMAP or PARIS systems for any merger/acquisition transaction being processed by BellSouth.
- Be an active part of the Planning Phase
- Attend all planning meetings in order to coordinate any changes/updates necessary to ensure the proper PMAP reporting and the proper payment of any SEEM measures

**Center Staffs:**

- Collaborate on the order issuance guide lines



- Serve as Subject Matter Expert for the products
- Represent the centers interest in the merger transaction

#### BBI CRIS/CABS:

- Populate BBI Wholesale M&A Information Sheet (appendix)
- Provide completed BBI Wholesale M&A Information Sheet to BBI Operations
- Chair BBI operations meetings to discuss merger implementation\*
- Champion BBI issues with M&A core team
- Be responsible for implementation of merger request within BBI Operations
- Provide status information to all BBI impacted areas

#### Project Management:

- Finalize scope as provided by the customer and M&A chair
- Schedule kick off conference call to determine critical dates and verify resources to be involved in the implementation of project
- Manage project by monitoring and tracking critical dates and assisting in roadblocks during implementation of project
- Evaluate and close out project
- Provide weekly project statuses to M&A Chairperson
- Notify M&A Chair and project team that project is closed

#### Mergers and Acquisition Executive Review Board:

- Determine the status of the acquiring company based on state and regulatory approvals and certifications
- Assess the risk of merger to BellSouth
- Determine if merger can proceed through the defined process

#### Mergers and Acquisition Core Team:

- Identify and resolve customer issues
- Ensure complete billing as defined by contract
- Assess the scope of the merger
- Remove roadblocks that impede execution of merger
- Determine affected service centers and work groups
- Minimize risks to BellSouth
- Ensure clear and accurate communication paths to all involved entities

#### Customer:

- Initiate the transaction in BellSouth



- Provide inventory affected by merger
- Ensures appropriate authority from other affected customer, end users and regulatory bodies.
- Executes all applicable authorizations and agreements with Contract Negotiators and the Merger and Acquisition Chairperson.

#### Regional Collocation Manager (RCM)

- Review e-Application(s) for each collocation site to be transferred to the acquiring CLEC
- Interface with M & A Chair and/or Project Manager to set 30 day freeze
- Assist acquiring CLEC with collocation questions/issues
- Process Firm Order (FO) at start date of freeze
- Interface with M & A Chair and/or Project Manager as necessary during transfer
- Close-out the e-Application at completion of each transfer



## 5.8 Mergers and Acquisition Planning Process Table

The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 5.0

**Table 1 Mergers and Acquisition Planning Process**

| Steps | <u>New Sub-processes</u><br>Activities   | Inputs and<br>Outputs   | Resources and Level of<br>Authority  | Cycle Time |
|-------|--|---|--|------------|
|       |  |   | A-Accountable<br>R-Responsible   |            |
| 1     | <p><b><u>Customer submits merger and acquisition notice to BellSouth.</u></b></p> <p>The CLEC customer will contact the person identified in the notices section of the Interconnection Agreement to advise BellSouth of the merger/acquisition.</p> <p>The IXC customer will contact their Account Team who will contact and the RCM, if collocation sites are involved, to advise BellSouth of the merger/acquisition</p>  | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Notification process</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>Acknowledgement of notification</li> </ul>   | <p>Customer (R)<br/>M&amp;A Chairperson (A)<br/>Legal<br/>Account Team (A)<br/>RCM (R)</p> | 0 days     |
| 2 & 3 | <p><b><u>M&amp;A Chairperson is notified of merger and M&amp;A Chairperson refers customer to the M&amp;A website to complete the credit profile and Level 1 checklist.</u></b></p> <p>The M&amp;A Chairperson will be notified of the impending merger by either the Account Team or Persons listed in the Notices section of the Interconnection Agreement.</p> <p>The M&amp;A Chairperson will refer the customer to the external website and request the customer to complete the credit profile information and Level 1 checklist and electronically return to BellSouth.</p> | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Notification by email, voice mail or fax of customer intent</li> <li>Blank Credit Profile</li> <li>Blank Level 1 checklist</li> <li>OCN, CIC, ACNA, etc on governing body letterhead</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>Completed Level 1 checklist</li> </ul> | <p>Account Team (R)<br/>Legal (A)</p>  | 2 days     |



| Steps | New Sub-processes<br>Activities   | Inputs and<br>Outputs  | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible   | Cycle Time |
|-------|---|--|---|------------|
| 4&5   | <p><b><u>M&amp;A Chairperson notifies Executive Review Board (ERB) of pending merger transaction and the ERB reports back with status:</u></b></p> <p>M&amp;A Chairperson convenes the ERB to review and provide state, regulatory, and financial status of the acquiring customer. Determines if the merger can proceed without further customer obligations, i.e. approval by PSC, state certification, etc.</p>  | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>• Customer contact</li> <li>• Completed Credit Profile</li> <li>• OCN, CIC, CCNA, ACNA changes on governing body letterhead</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>• Financial and contractual status</li> <li>• Regulatory status</li> <li>• Credit Status</li> <li>• State Certification</li> </ul> | <p>M&amp;A Chairperson (A)<br/>Contract Negotiator (R)<br/>Regulatory (R)<br/>Account Team/ Customer Care (R)<br/>Account Receivable Management – BellSouth<br/>Credit Management (R)<br/>Legal (R)</p>   | 3 days     |
| 6 & 7 | <p><b><u>M&amp;A Chairperson Convenes M&amp;A Core Team:</u></b></p> <p>After the M&amp;A Chairperson receives ERB approval, the M&amp;A Chairperson convenes the core team to review the Level 1 checklist from the customer, an internal meeting is called with Core Team members to assess scope of project, review Level 1 checklist and issues associated with request. All questions/issues are clarified and resolved with the customer prior to forwarding the Level 2 checklists.</p> <p>NOTE: M&amp;A Chairperson should invite Core Team members based on services identified on Level 1 checklist. For example, if UNE-P is not shown as impacted, the UNE-P contacts should not be invited to the M&amp;A Core meeting</p> | <p><b>Input:</b></p> <ul style="list-style-type: none"> <li>• Level 1 checklists</li> <li>• Initial assessment of services involved</li> <li>• Collocation sites</li> <li>• OCN, CIC, CCNA, ACNA changes on governing body letterhead</li> </ul> <p><b>Output:</b></p> <ul style="list-style-type: none"> <li>• Preliminary Scope</li> <li>• Issues/questions on scope of project</li> </ul>         | <p>M&amp;A Chairperson (A)<br/>BBI-CABS/CRIS (R)<br/>Account Team (R)<br/>Project Management (R)<br/>Contract Negotiator (R)<br/>Account Receivable Management – Billing &amp; Collections – (ARM B&amp;C) (R)<br/>RCMs if appropriate (R)<br/>Center Staffs (R)<br/>PMAP/SEEMS (R)</p> | 6 days     |



| Steps       | New Sub-processes<br>Activities  | Inputs and<br>Outputs  | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible | Cycle Time           |
|-------------|--|--|---|----------------------|
|             |  |  |   |                      |
| 8 & 9       | <p><b><u>M&amp;A Chairperson sends Level 2 checklists and issues to customer:</u></b></p> <p>M&amp;A Chairperson sends service specific level 2 checklist(s) to customer, customer responsibility letter, and request inventory spreadsheets.</p> <p>The customer returns the Level 2 checklist to M&amp;A Chairperson</p>   | <p><b>Input:</b></p> <ul style="list-style-type: none"> <li>Preliminary Scope</li> <li>Issues/questions on scope of project</li> </ul> <p><b>Output:</b></p> <ul style="list-style-type: none"> <li>Level 2 checklists</li> <li>Customer responsibility letter</li> <li>Inventory spreadsheet</li> </ul>   | <p><b>M&amp;A Chairperson (A)</b><br/><b>Customer (R)</b></p>         | <p><b>2 days</b></p> |
| 10, 11 & 12 | <p><b><u>M&amp;A Chairperson distributes the Level 2 checklist to the Core Team and forwards a copy to the Finance Department to determine if a deposit or an additional deposit is required</u></b></p> <p>When the Level 2 checklists are returned, the M&amp;A Chairperson and Core Team meets to review the Level 2 checklist for completeness; types of services involved, and impacted resources/departments and forwards the list to the ARM-BCM and schedules first customer meeting. ARM-BCM will determine if a deposit is required:</p> <p><b><u>Deposit Not Requirements:</u></b><br/>The ARM BCM determines the customer does not pose a credit risk and a deposit is not required per the acquiring CLEC's Interconnection Agreement. The recommendation is to meet with the customer to validate Checklists 1 and 2.</p> <p><b><u>Deposit Required:</u></b><br/>The ARM-BCM determines a deposit or and additional deposit is required.</p> | <p><b>Input:</b></p> <ul style="list-style-type: none"> <li>Level 2 checklists</li> <li>Customer credit status</li> <li>Customer credit profile</li> <li>OCN, CIC, CCNA, ACNA changes on governing body letterhead</li> </ul> <p><b>Output:</b></p> <ul style="list-style-type: none"> <li>Distribute completed Level 2 checklists to team</li> <li>Deposit determination</li> <li>First customer meeting</li> </ul> | <p><b>M&amp;A Chairperson (A)</b><br/><b>Core Team (R)</b></p>        | <p><b>3 days</b></p> |





| Steps   | New Sub-processes<br>Activities  | Inputs and<br>Outputs  | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible           | Cycle Time                         |
|---------|--|--|---|------------------------------------|
|         |  |  |   |                                    |
| 13 & 14 | <p><b><u>M&amp;A Chairperson convenes meeting with customer &amp; Core Team:</u></b><br/>The M&amp;A Chairperson conducts meeting with the customer and Core Team to review the Level 1 and 2 checklists to gain concurrence on the services, states, OCN, ACNA, CICs, Collocation sites, etc involved in the merger/acquisition transaction.</p> <p>The AE and/or LCM/LSM, and/or RCM validate the inventory.<br/>When the customer returns the inventory spreadsheets, the Account Team will review and validate the services against BellSouth's inventory obtained from BRIO, facility inventory databases, etc. for accuracy.</p> <p>If Collocation is involved, the customer submits an e-Application but will not submit until all agreements are finalized</p> | <p><b>Input:</b></p> <ul style="list-style-type: none"> <li>• Level 1 and 2 checklists</li> <li>• Initial scope assessment</li> <li>• Inventory spreadsheets (from customer)</li> </ul> <p><b>Output:</b></p> <ul style="list-style-type: none"> <li>• Gain agreement accurate Inventory Spreadsheets</li> <li>• Final scope assessment</li> <li>• Rates based on inventory</li> <li>• Tentative project dates and freeze periods</li> <li>• Preliminary e-Application by customer (if collocation is involved)</li> </ul> | <p>M&amp;A Chairperson (A)<br/>Core Team (as required) (R)<br/>Customer (R)</p> | <p>5 days</p>                      |
| 15      | <p><b><u>Determine Final Rates</u></b><br/>The ERB reviews the comprehensive inventory spreadsheets and determines the</p>   | <p><b>Input:</b></p> <ul style="list-style-type: none"> <li>• Inventory spreadsheets</li> </ul>  | <p>M&amp;A Chairperson (A)<br/>Account Team/CLEC CARE</p>                       | <p>Variable due to Negotiation</p> |



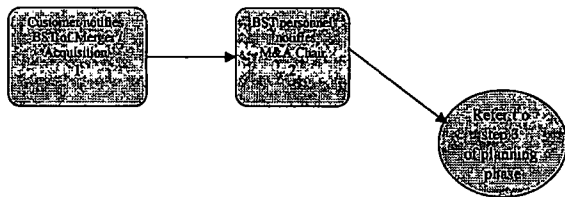
| Steps   | <u>New Sub-processes</u><br>Activities  | Inputs and<br>Outputs  | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible   | Cycle Time               |
|---------|---|--|---|--------------------------|
|         | cost of the project. The cost of the project and the final transfer agreement are developed and reviewed internally before submitting to customer.  | <ul style="list-style-type: none"> <li>Final scope assessment</li> <li>Recommended Rates</li> </ul> Output: <ul style="list-style-type: none"> <li>Final costs of transfer activities</li> <li>Final Transfer Agreement</li> </ul>   | (R)<br>Contract Negotiators (R)<br>Legal (R)<br>Customer (R)  | between BST and Customer |
| 16 & 17 | <u>M&amp;A sends rates and Transfer Agreement to customer &amp; obtains signature to Transfer Agreement:</u><br><br>The M&A Chairperson and Contract Negotiators negotiates completion dates of the merger, a minimize of 30 day service freeze based on project management and RCM input, and reviews the final rates, which includes the pay options Lump Sum or circuit by circuit selected by customer and sends documents to the customer for signature. Signature is obtained and signed documents are received from the customer. The Chairperson maintains one copy and forwards copies to Legal and Contract Negotiator. | Input: <ul style="list-style-type: none"> <li>Final costs document</li> <li>Final Transfer Agreement</li> </ul> Output: <ul style="list-style-type: none"> <li>Archive signed documents</li> <li>Final planning meeting</li> <li>E-Application-bona-fide if Collocation</li> <li>Transaction completion dates</li> <li>Service freeze dates</li> <li>Final Transfer Agreement (from customer)</li> </ul> | M&A Chairperson (A)<br>Contract Negotiators (A)<br>Customer (R)<br>Core Team (as needed)<br>RCM (R) if collocation sites are involved | 2 days                   |



| Steps           | <u>New Sub-processes</u><br>Activities  | Inputs and<br>Outputs  | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible | Cycle Time |
|-----------------|---|--|---|------------|
|                 |   |  |   |            |
| 18, 19, &<br>20 | <p><b><u>M&amp;A Chairperson sends signed Transfer Agreement to M&amp;A Core Team and convenes Core Team for final review and handoff to respective Project Teams for implementation phase.:</u></b></p> <p>The M&amp;A Chairperson sends a copy of signed Transfer Agreement to the M&amp;A Core Team and convenes a final meeting to determine the working document that consists of: sequence of events/tasks; timelines; areas of responsibilities, (aka WBS) etc. delegate the merger transaction to the impacted work groups.<br/>Final planning information is handed off to the respective Project Teams for implementation phase.</p> <p>End of Phase 1 Planning</p> | <p>Input:</p> <ul style="list-style-type: none"> <li>• Inventory Spreadsheets</li> <li>• Signed Agreements</li> <li>• High level timelines (WBS)</li> </ul> <p>Output:</p> <ul style="list-style-type: none"> <li>• Work Plan Document</li> <li>• Hand-off project to the respective project managers</li> </ul> | M&A Chairperson (A)<br>Core Team (R)                                  | 4 days     |



## Work Entry Process





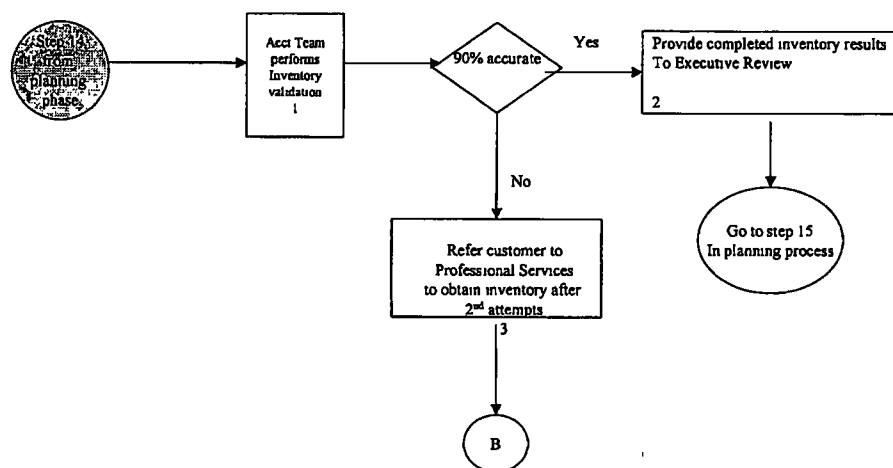
The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 5.10

**Work Entry Process Table**

| Steps | New Sub-processes<br>Activities  | Inputs and<br>Outputs  | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible | Cycle Time    |
|-------|--|--|---|---------------|
| 1     | <p><b><u>Customer contacts the BST personnel to advise of pending merger:</u></b></p> <p>The contacted BST personnel will obtain the type of merger, customers timeframes, and general products involved in the merger and ensure customer is following the notices section of the Interconnection Agreement if appropriate.</p>                               | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Customer Notification</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>Obtain objectives of customer, types of services, timelines, type of merger</li> <li>Notification process</li> </ul> | <p>BST Personnel (A)<br/>Customer (A)</p>                             | <p>0 days</p> |
| 2     | <p><b><u>Contacted BST personnel refers customer to notices section of the ICA or accepts requests and advises M&amp;A chairperson of pending transaction</u></b></p> <p>The BST personnel will advise the M&amp;A chairperson of the pending transaction, and ensure customer is following the notices section of the ICA if appropriate or take request.</p> | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Customer high level objectives</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>Notification by email, voice mail or fax of customer intent to M&amp;A chairperson</li> </ul>               | <p>BST Personnel (A)</p>  | <p>2 days</p> |

## 6.0 ACCOUNT TEAM PLANNING PROCESS FLOW DIAGRAM

Account Team M&A Planning Process Flow



## **6.1 Account Team and CLEC Care Responsibilities**

As an integral part of the Planning Phase, the Account Team, CLEC Care, and Regional Collocation Manager(s) sits on the Executive Review Board to assist with managing the customer's expectations. If the initial contact by the customer is to the Account Team, the Account Team will determine the following:

- Type of merger
- Customers desired timeframe to complete the merger/acquisition transaction.
- General products involved in merger/acquisition.

The Account Team and Contract Negotiator will determine if local interconnection services are included in TOS. The Account Team and Contract Negotiator will identify other documents specific to local interconnection services and Special Payment Plans or Billing Plans (i.e. CSPP, ACP, TSP, TPP, MSNS, MSFRS, Pricing Flexibility, etc.) that are instrumental in the merger and provide all information to the M&A Chairperson and Account Receivable Management.

## **6.2 Account Team and CLEC Care Inventory Validation Process**

The Account Team(s) and CLEC Care assigned to the particular entities will request a Collocation site, Switched Access, Special Access, UNE-L, Trunking, UNE-P, and Resale inventory list from the customer(s) to determine if the customer's inventory is complete. The Account Team(s) and CLEC Care will validate the customer inventory using BOCRIS and BOCABS as the reference for validation. The Collocation sites can be verified with the RCMs. Should the validation process indicate discrepancies, the Account Team(s) will query the customer in regards to the discrepancies with the understanding that the conversion process will not begin until the discrepancies have been at least 90% resolved. The customer will be given 2 attempts to reach the 90% threshold. If the customer is not able to attain 90%, the Account Team will advise the customer that they will need to work with BellSouth Professional Services in order to reconcile the discrepancies.

Upon completion of the validation process, the Account Team(s) and CLEC Care will forward the inventory to the M&A Chairperson for proper internal distribution.

### 6.3 Account Team Planning Process Table

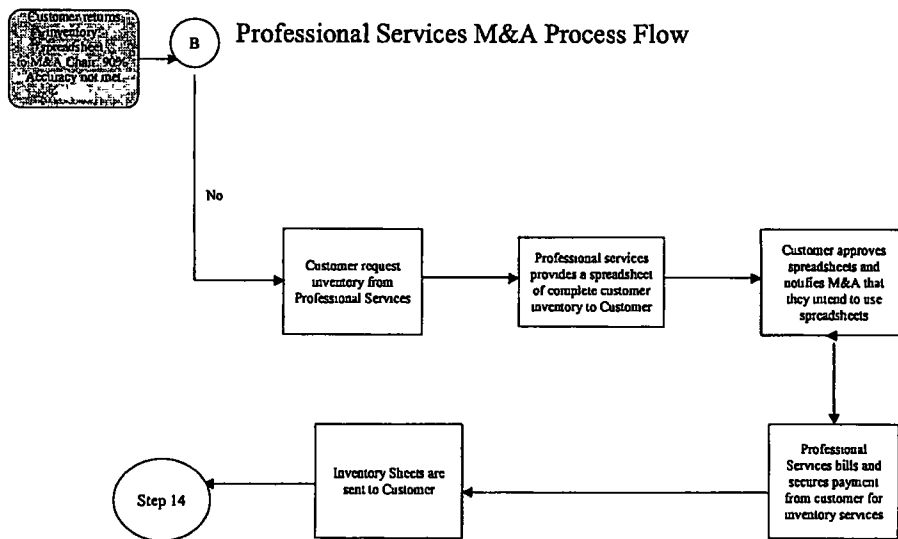
The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 6.0

**Table 2 Account Team Planning Process Steps**

| Steps | <u>New Sub-processes</u><br>Activities  | Inputs and<br>Outputs   | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible | Cycle Time |
|-------|---|---|---|------------|
| 1&2   | <p><b><u>Customer returns the inventory spreadsheets to BellSouth:</u></b><br/>The inventory spreadsheets are forwarded to the Account Teams representing, Local, Trunking, Switched Access, and Special Access to validate against BOCABS and BOCRIS to ensure BellSouth transfers ownership on all customer inventory.</p> <p>The Account Team will ensure the customer supplied inventory spreadsheets are 90% accurate.</p> | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Customer supplied inventory</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>Completed inventory with accuracy 90% or greater</li> <li>Prepare for final costs based on inventory</li> </ul> | <p>Customer (A)<br/>M&amp;A Chairperson (A)<br/>Account Team (R)</p>  | 5 days     |
| 3     | <p><b><u>Less than 90% accurate after 2 attempts</u></b><br/>If the inventory spreadsheets are less than 90% accurate after 2 attempts, the Account Team will refer the customer to Professional Services for assistance with the merging inventory.</p>  | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Spreadsheet less than 90% account on second attempt</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>Referral to Professional Services</li> </ul>  | <p>Account Team (R)<br/>Customer(A)</p>                               | 1 day      |



## 7.0 PROFESSIONAL SERVICES PROCESS FLOW DIAGRAM





## 7.1 Professional Services Roles and Responsibilities

BellSouth Professional Services (PS) may be requested to assist with the customer's inventory by the customer or BellSouth. Customer has the option of providing this information itself or employing BellSouth's PS Group to perform this function for a fee and pursuant to the terms and conditions of an agreement between PS and customer. If the customer decides to perform this function itself BellSouth will review the inventory for completeness. If BellSouth determines that the list is incomplete or less than 90% accurate after 2 attempts, BellSouth's PS will be retained to provide the missing and/or incorrect information and bill the customer the applicable fee, in addition to any other fees, for determining the additional circuit/account information needed to complete the transfer.

If the customer has attempted to process the information required for a transfer of collocation services and the LCSC/ICSC has determined that the data provided by the buyer is incomplete or incorrect, the request for Professional Services assistance will come from the LCSC/ICSC. A contract for services will then need to be negotiated with the customer.

PS will acquire all of (seller's) BANs from the buyer and verify with BellSouth records. If the buyer does not have BANs already established, the customer will work with the Account Team, to establish new BANs. CLLIs for all locations involved in the transfer must be provided by the customer. In an ideal situation, the buyer will obtain a listing of all circuits, UNE-P, Resale, UNE-L accounts to be transferred from the seller. If that listing is not available, PS will obtain a paper copy of the CSR for the seller's BANs, and identify all circuits to be transferred. This data is then checked against records pulled from BRIO, BOCABS, and any other appropriate system. When all verification and crosschecks have been completed, this data is used to populate a spreadsheet that the buyer must verify and approve prior to orders being issued. Any data identified by the customer (from seller's data) that are not found in BellSouth records are researched to determine if the error is a BellSouth or a CLEC error. If the error is BellSouth's, PS will coordinate with appropriate departments to have these circuits added and include them on the list of circuits to be transferred.

Close coordination is required with the M & A Chairperson and the customer in determining freeze dates for the office(s) being transferred.

Ordering systems are monitored daily to identify any pending orders that have been issued by the seller or customer that have due dates during the freeze period. The appropriate CLEC (buyer or seller) is notified that these orders must be cancelled until after the Transfer.

PS works with the CCM to obtain the old and new cable names. If discrepancies are identified, efforts to correct the records are coordinated with the CCM, SWITCH & AFIG and any other involved departments. Project IDs are obtained the Project Managers.

Spreadsheets are prepared using the format required by the LCSC, CISC, ICSC. These spreadsheets are sent to the Project Managers in the project handoff package prepared by the M&A Core team.

## 7.2 Professional Service Process Table

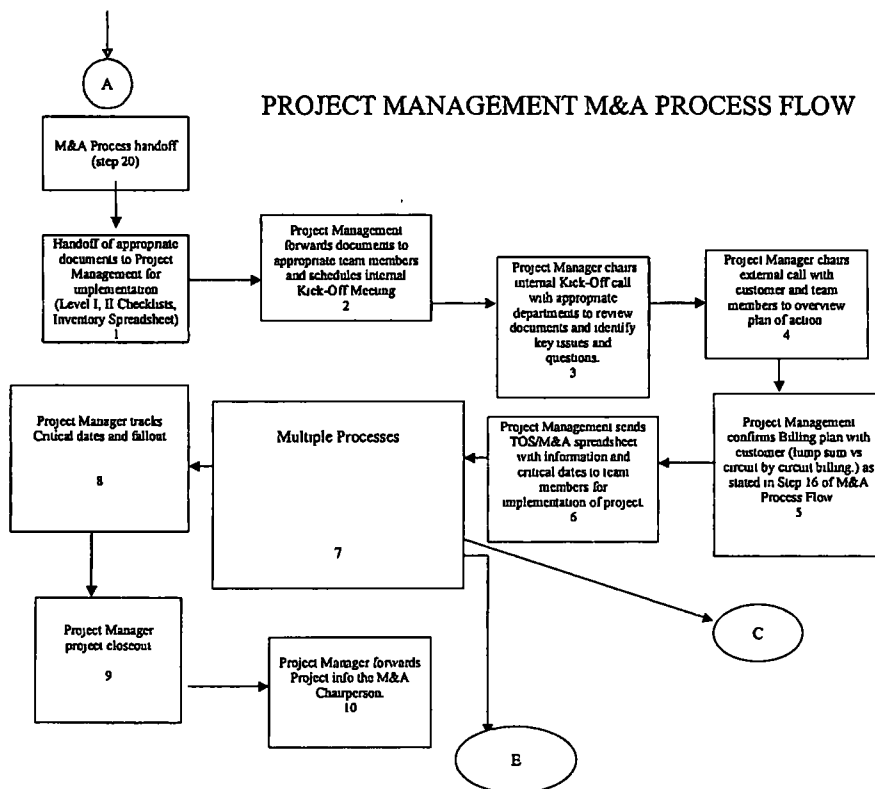
The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 7.0

**Table 3 Professional Services Process Steps**

| Steps | <u>New Sub-processes</u><br>Activities   | Inputs and<br>Outputs   | Resources and Level of<br>Authority               | Cycle Time |
|-------|--|---|---|------------|
|       |  |   | A-Accountable<br>R-Responsible                    |            |
| 1 & 2 | <p><b><u>The customer request inventory spreadsheet from Professional Services</u></b></p> <p>The Account Team will direct the customer to Professional Services to assist with obtaining an accurate inventory spreadsheet or the customer may request the assistance of Professional Services at the initial request for the inventory. M&amp;A chairperson will direct the customer to Professional Services when the inventory spreadsheet is not returned during the planning session or the customer advises difficulty in obtaining the data.</p> | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>2<sup>nd</sup> inventory spreadsheet less than 90% accurate</li> <li>customer request Professional Services assistance</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>referral to Professional Services</li> </ul> | <p>Account Team (A)<br/>Customer (R)</p>          | 2 days     |
| 3     | <p><b><u>Professional Services will use BST systems ( BRIO, BOCABS, CRIS, etc) to extract customer inventory.</u></b></p> <p>Professional Services will use BST systems, BRIO, BOCABS, and any other appropriate system to pull BST billed inventory for the customer at a fee. Professional Services Fees are separate from those billed by the M&amp;A process</p>   | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Referral</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>BST billed inventory</li> </ul>  | <p>Professional Services (A)<br/>Customer (R)</p> | 5 days     |

| Steps | <u>New Sub-processes</u><br>Activities  | Inputs and<br>Outputs   | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible | Cycle Time |
|-------|---|---|---|------------|
| 4     | <p><b><u>Professional Services gains the customers approval of the inventory and bills and secure payment from customer for the services :</u></b></p> <p>Professional Services and the customer meet to review and gain consensus on the inventory When the customer approves the inventory as accurate, Professional Services will bill for appropriate service fees and advise M&amp;A chairperson of the status.</p>  | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>• Inventory Spreadsheets</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>• Customer approval</li> <li>• Status update to M&amp;A Chairperson</li> <li>• Bill customer for services</li> </ul> | Professional Services (A)<br>Customer (R)                             | variable   |
| 5     | <p><b><u>M&amp;A Chairperson receives a copy of the inventory spreadsheets</u></b></p> <p>The M&amp;A Chairperson receives a copy of the customer approval and the inventory spreadsheet to compile the handoff package to the relevant project teams which. consists of: sequence of events/tasks, timelines, areas of responsibilities, (aka WBS) etc. delegate the merger transaction to the impacted work groups.</p> | <p><b>Input:</b></p> <ul style="list-style-type: none"> <li>• Inventory Spreadsheets</li> </ul> <p><b>Output:</b></p> <ul style="list-style-type: none"> <li>• Work Plan Document</li> <li>• Hand-off project to the respective project managers</li> </ul>                         | Professional Services (A)<br>M&A Chairperson (R)                      | 3 days     |

## 8.0 PROJECT MANAGEMENT FLOW DIAGRAM



## **8.1 Project Management Project Initiation**

The Mergers and Acquisition Core Team will prepare a hand-off package to the relevant project managers. The hand-off package consists of:

- Level 1 & 2 checklists
- Inventory Spreadsheets
- Signed RF 3757 & 3758
- Copy of M&A Chair high level Work Breakdown Schedule (WBS)

### **8.1.1 PLANNING**

- Develop Project Scope and Definition\*
- Review Customer Spreadsheet
- Establish Project Id
- Identify Project Team Members
- Develop Project Team Contact and Distribution Lists
- Establish Conference Bridge

Develop Agenda and Meeting Notice for Kickoff Meeting

- Prepare Project Kickoff Meeting Agenda Form
- Verify Project Package Complete
- Distribute to Project Team

Project Team Kickoff Meeting

- Facilitate Meeting Agenda
- Develop Merger and Acquisition Schedule
- Determine if Spreadsheet or ASRs will be submitted
- Determine from handoff documentation if customer request lump sum or circuit level billing.
- Determine submission date for the PTOPS spreadsheet
- Determine Critical Dates for Merger and Acquisition/Transfer of Service
- Lump Sum Billing using PTOPS BAN Level Record Orders and TaskMate update on In-Effect(R) Records in TIRKS to Word Document
- Commit to DD

**(If billing and record changes require a change in ACTL as a result of new CCNA, interruption of service, then refer to service rearrangements documented in ICSC Methods and Procedures and follow the normal project management process.)**



Project Kickoff Meeting Complete

Prepare and Distribute Project Meeting Package

- Notify Customer of Status (M&A Chairperson) (weekly)
- Distribute Spreadsheet with applicable critical dates, circuit ids, old and new billing information to project team

Project Planning Complete

## 8.2 Execution

Track Critical dates

Track and Monitor

- PTOps generated R orders issued in HC Status at BAN Level with new ACNA, CCNA, and new billing information to PCX Status in SOCs
- PTOps generated single C orders for UNE-P services
- Completion of new ACNA, CCNA, New Customer Name, and/ or BAN to Network TaskMate program update to IE Records
- Receives confirmation of resolution of fallout and error reports from ICSC/LCSC/CISC centers

## 8.3 Closeout

1. Log Lessons Learned
2. Send out Closeout Document to M&A Chairperson and Project Team members
3. Archive Project Documentation

## 8.4 Project Management Process Table

The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 8.0

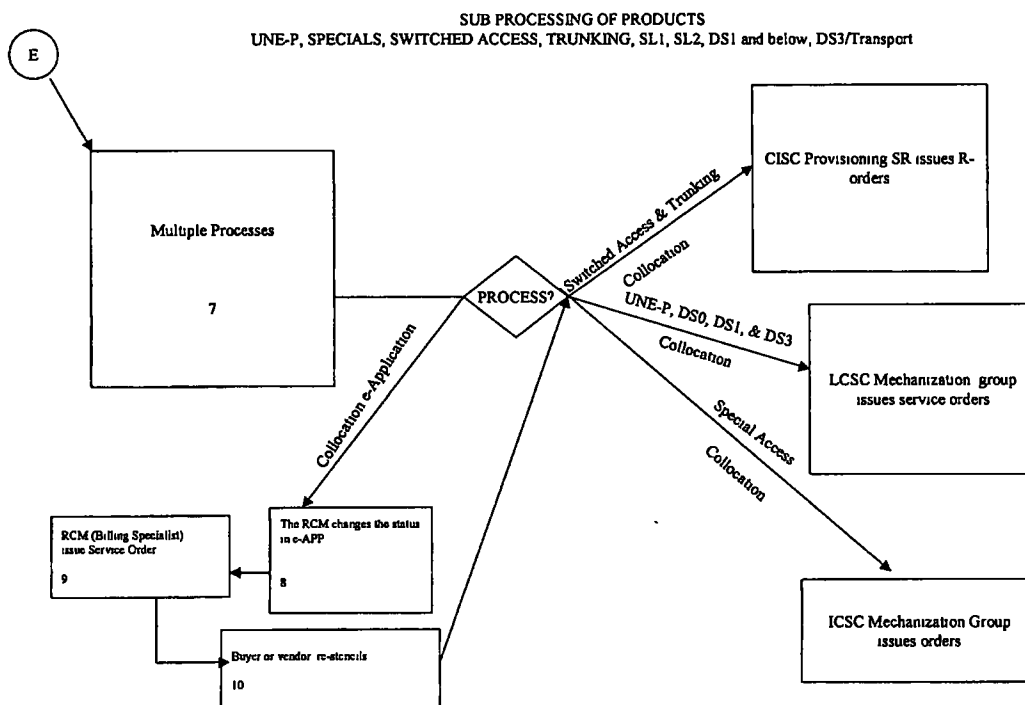
**Table 4 Project Management Process Steps**

| Steps     | <u>New Sub-processes</u><br>Activities   | Inputs and<br>Outputs   | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible | Cycle Time           |
|-----------|--|---|---|----------------------|
| 1, 2, & 3 | <p><b><u>The Project Manager(s) (PM) receives hand-off package from the M&amp;A Core Team and schedules kickoff meeting with respective teams:</u></b></p> <p>The relevant PMs coordinate with each other the timing of the specific items on the WBS and work teams. The PM develops the scope for their specific segment of the project, prepares and distributes project packages for their teams, which contains timelines or WBS, critical dates (if appropriate) scope, and spreadsheets, PTOPS programming needs.</p>                           | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>• Handoff package from M&amp;A Core Team</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>• Kick-Off Meeting</li> <li>• PTOPS programming needs</li> <li>• Timelines/WBS</li> <li>• Critical Dates</li> <li>• Project IDs</li> </ul> | <p><b>Project Manager (R)</b><br/><b>Project Team (A)</b></p>         | <p><b>5 days</b></p> |
| 4, 5, & 6 | <p><b><u>The PM fields any questions or points of clarification with customer, The PM distributes spreadsheets to PTOPS programmers and other team members with critical dates for execution.</u></b></p> <p>If there are points of clarification, the project manager will filter any information gained from the customer to the M&amp;A Chairperson. The PM will forward the spreadsheets to the PTOPS programmers, LCSC service reps, CISC and/or ISCS Provisioning Group. the LSCS project manager may require the establishment of new BANs.</p> | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>• Spreadsheets</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>• New BANs if required</li> <li>• PTOPS programming</li> <li>• TaskMate programming</li> </ul>   | <p><b>Project Manager (R)</b><br/><b>Project Team (A)</b></p>         | <p><b>5 days</b></p> |



| Steps  | New Sub-processes<br>Activities  | Inputs and<br>Outputs   | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible | Cycle Time |
|--------|--|---|---|------------|
| 8      | <p><b><u>Project Manager monitors progress and tracks critical dates</u></b></p> <p>The PM monitors the flow of the service orders and the updates to network legacy systems to ensure all critical dates are met and the project remains on schedule. The project manager ensures service representatives and Provisioning Group resolve all fallout and errors that may result from the implementation</p>   | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Service orders and network legacy system updates</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>Resolution of fallout</li> <li>Monitors project</li> </ul>   | <p><b>Project Team (R)</b><br/><b>Project Manager (A)</b></p>         | Variable   |
| 9 & 10 | <p><b><u>Project manager project closeout and forwards project info to M&amp;A Chairperson</u></b></p> <p>The PM ensures all service orders complete, network legacy systems updated as defined, documents lessons learned, all records are archived per BST specifications, and prepares close out package for the M&amp;A Chairperson that consists of <b>completed issues log</b>, completed WBS, validation all service orders are complete and fallout resolved, network legacy systems updated as defined, billing orders completed or in-process.</p> | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Completed service orders</li> <li>Legacy systems updated by network as defined</li> <li>Billing options prepared or processed</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>Lessons Learned</li> <li>Project close out package</li> </ul> | <p><b>Project Manager (A)</b><br/><b>Project Team (R)</b></p>         | 5 days     |

## 9.0 SUB PROCESSING OF PRODUCTS UNE-P; SPECIALS, SWITCHED ACCESS; TRUNKING; SL1, SL2, DS1 AND BELOW; DS3/TRANSPORT: COLLOCATION



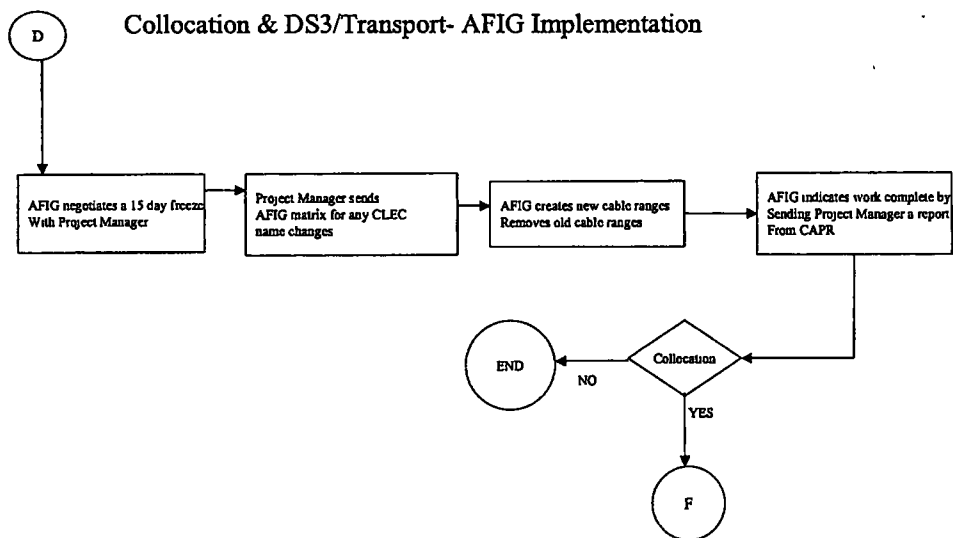
The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 9.0

**Table 5 Multiple Processes for Services Process Table**

| Steps | New Sub-processes<br>Activities   | Inputs and<br>Outputs   | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible  | Cycle Time |
|-------|---|---|--|------------|
| 7     | <p><b><u>The LCSC service reps, CISC and ISCS Provisioning group create and update service orders :</u></b></p> <p><b><u>Switched Access, Trunking, and Collocation:</u></b><br/>CISC Provisioning SR issues R-orders to change CCNA at TSC level based on information provided on spreadsheet received from Project management and according to decisions made during the planning conference calls</p> <p><b><u>UNE-P, DS0, DS1, DS3, and Collocation:</u></b><br/>LCSC Mechanization group begins processing service in HITOPS using single "C" process for UNE-P; "R" orders for SL1, SL2, DS1 and below;<br/>2 "C" orders for DS3 and transport.</p> <p><b><u>Special Access &amp; Collocation:</u></b><br/>ICSC Mechanization Group begins processing BAN Level Record(R) orders using PTOPS. CPG begins processing updates on IE records in TIRKs.</p> | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>• Spreadsheets</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>• Record orders</li> <li>• C orders for DS3</li> <li>• Legacy systems update by network</li> </ul> | <p>CISC Provisioning Group (A)<br/>ICSC Provisioning Group (A)<br/>LCSC Service Representatives (A)<br/>Project Manager (R)<br/>Network – CPG, CTG, AFIG, CCM, etc (if required by product type) (A)</p> | variable   |

| Steps | New Sub-processes<br>Activities  | Inputs and<br>Outputs  | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible | Cycle Time |
|-------|--|--|---|------------|
| 8     | <u>RCM changes the status of the e-APP</u><br><br>The M/A Chairperson advises the RCM that the validation is complete and advises customer to submit Firm Order. The Bona Fide Firm Order will start the 30 day calendar day interval and the freeze on service order issuance for the customer. | <b>Inputs:</b> <ul style="list-style-type: none"> <li>Approved Spreadsheets</li> </ul> <b>Outputs:</b> <ul style="list-style-type: none"> <li>Bona-Fide Request for e-APP</li> </ul>   | <b>Project Team (R)</b><br><b>Regional Collocation Manager (A)</b>    | 2 days     |
| 9     | <u>RCM (Billing Specialist) issues Service Order Requests.</u><br><br>RCM (Billing Specialist) will issue Service Order requests to the Specialty Center for the Collocation BANs. RCM notes all folders, databases, and other of the Transfer.  | <b>Inputs:</b> <ul style="list-style-type: none"> <li>E-App Bona Fide Firm Order</li> </ul> <b>Outputs:</b> <ul style="list-style-type: none"> <li>Service order for Collocation BANs</li> <li>Noted folders, databases</li> </ul> | <b>RCM Billing Specialists (A)</b><br><b>RCM (A)</b>                  | 2 days     |
| 10    | <u>Customer or Certified Supplier re-stencils collocation spaces</u><br><br>Customer and/or their Certified Supplier will be responsible for ALL re-stenciling.  | <b>Inputs:</b> <ul style="list-style-type: none"> <li>Confirmation from project manager to proceed</li> </ul> <b>Outputs:</b> <ul style="list-style-type: none"> <li>Collocation spaces re-stenciled</li> </ul>                    | <b>RCM (A)</b><br><b>Customer/Vendor (R)</b>                          | 2 days     |

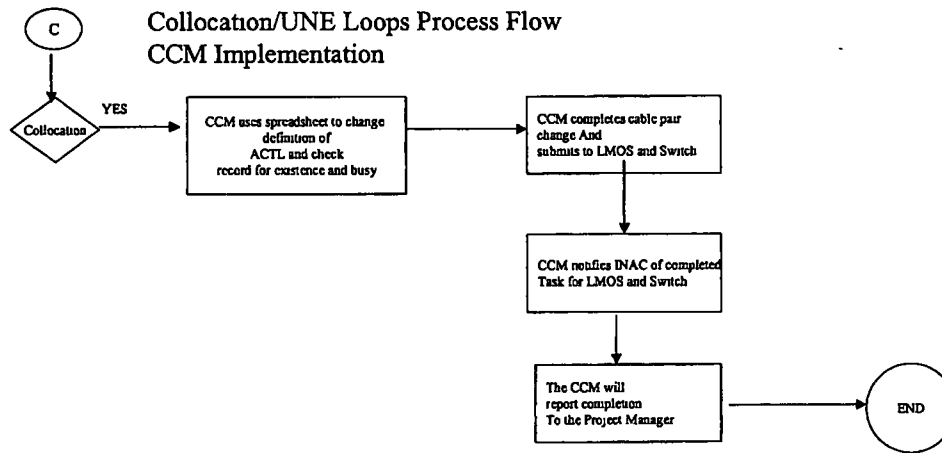
## 10.0 AFIG COLLOCATION ACTIVITIES



**AFIG Collocation Steps / Inputs / Outputs**

| <b>Steps</b> | <b>INPUTS</b>                                    | <b>OUTPUTS</b>   |
|--------------|--|--|
| <b>1</b>     | What do you need?                                | Transfer of Collocation spreadsheet.   |
| <b>2</b>     | Who should provide it?                           | Project Manager  |
| <b>3</b>     | What will you do?                                | Ensures a 15 day Freeze to perform task with 30 negotiated freeze with Project Manager |
| <b>4</b>     | What do you need?                                | Project Manager sends AFIG matrix for any CLEC name changes                            |
| <b>5</b>     | What is your completed product?                  | AFIG creates new cable ranges<br>Removes old cable ranges                              |
| <b>6</b>     | Where does it go when you complete your role(s)? | AFIG indicates work complete by Sending Project Manager a report From CAPR             |
|              |  |  |

## 11.0 CIRCUIT CAPACITY MANAGER (CCM) ACTIVITIES

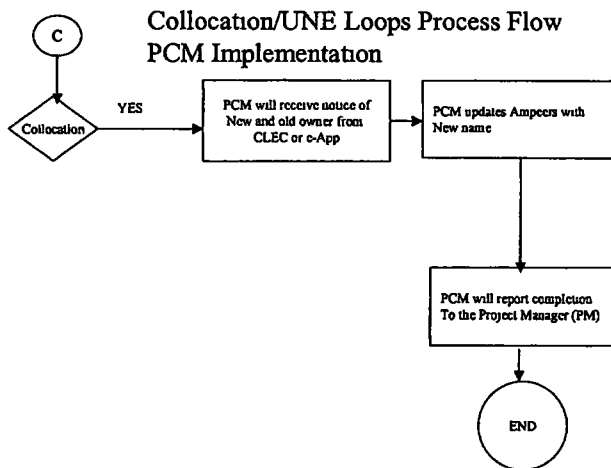


## Circuit Capacity Manager (CCM) Steps/Inputs/Outputs

| Steps    | INPUTS   | OUTPUTs   |
|----------|--|---|
| <b>1</b> | What do you need?                                | Seller's ACTL CLLI code, Reference number, new ACNA, list of all T1/T3 TIEs, fiber and cable pairs, and list of all working circuits      |
| <b>2</b> | Who should provide it?                           | Project Manager   |
| <b>3</b> | In what format should it be?                     | Spreadsheet   |
| <b>4</b> | What do you do with it?                          | Change definition of ACTL and check records for existence and "busy". Complete a change of cable pair name and forward to LMOS and SWITCH |
| <b>5</b> | What is your completed product?                  | Change CFA to new owner and notice to INAC that information was sent to LMOS and SWITCH   |
| <b>6</b> | Where does it go when you complete your role(s)? | LMOS, SWITCH, and INAC  |
|          |  |   |



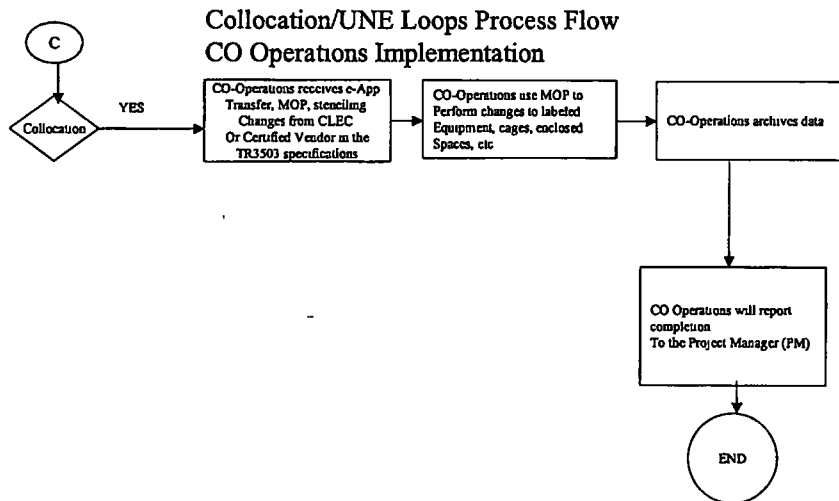
## 12.0 POWER CAPACITY MANAGER ACTIVITIES



### Power Capacity Manager Steps/Inputs/Outputs

| Steps | INPUTS   | OUTPUTS                                     |
|-------|--|---|
| 1     | What do you need?                                | To be notified who the old and new owner is |
| 2     | Who should provide it?                           | CLEC on the e-APP                           |
| 3     | In what format should it be?                     | e-App                                       |
| 4     | How will you receive it?                         | e-App                                       |
| 5     | What do you do with it?                          | Simply update Ampeers with new name         |
| 6     | What is your completed product?                  | Accurate Ampeers record                     |
| 7     | Where does it go when you complete your role(s)? | Report completion to PM                     |

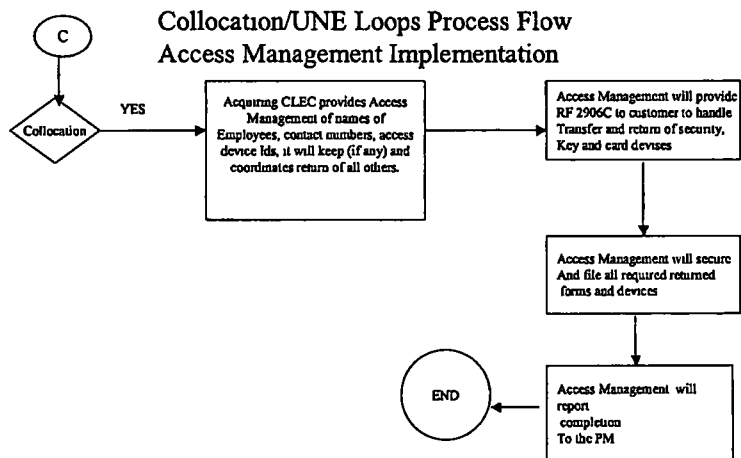
## 13.0 CENTRAL OFFICE OPERATIONS COLLOCATION ACTIVITY FLOW



### Central Office Operations Collocation Steps/Inputs/Outputs

| Steps    | INPUTS   | OUTPUTS   |
|----------|--|---|
| <b>1</b> | What do you need?                                | 1) e-App Transfer<br>2) MOP from certified vendor describing work to perform<br>3) Stenciling changes on eqpt., cages, and enclosed space |
| <b>2</b> | Who should provide it?                           | 1) CLEC<br>2) Certified vendor  |
| <b>3</b> | In what format should it be?                     | Standard format and meets TR73503 requirements  |
| <b>4</b> | How will you receive it?                         | 1) e-App<br>2) Electronically & face to face meetings   |
| <b>5</b> | What do you do with it?                          | Utilize MOP to ensure work is being performed safely and in a manner consistent with TR73503  |
| <b>6</b> | What is your completed product?                  | Proper labeled equipment, cages, enclosed spaces, etc.  |
| <b>7</b> | Where does it go when you complete your role(s)? | Network Managers archive file   |

## 14.0 ACCESS MANAGEMENT COLLOCATION ACTIVITIES



**Access Management Collocation Steps/Inputs/Outputs**

| <b>Steps</b> | <b>INPUTS</b>                                    | <b>OUTPUTS</b>   |
|--------------|--|--|
| <b>1</b>     | What do you need?                                | Names of employees from Buyer it keeps from Seller, contact name, tel # and e-mail for Buyer to coordinate return of access devices for all other employees of Seller  |
| <b>2</b>     | Who should provide it?                           | RCM coordination with Buyer contact  |
| <b>3</b>     | In what format should it be?                     | Excel spreadsheet or Word document   |
| <b>4</b>     | How will you receive it?                         | Electronic format or fax as a last resort  |
| <b>5</b>     | What do you do with it?                          | Buyer will be required to provide an approved RF-2906C to handle transfer of devices to Buyer, run report of ALL access devices issued to employees of Seller, send d Buyer contact requesting return of devices issued to employees NOT on payroll of Buyer, refer to Security for assistance if unable to retrieve devices |
| <b>6</b>     | What is your completed product?                  | Key and Card Databases records are accurately updated  |
| <b>7</b>     | Where does it go when you complete your role(s)? | All documentation is kept in the Access Management office for audit purposes. Spreadsheets are prepared for Card/Key billing as appropriate.   |

## 15.0 BILLING COLLOCATION SPECIFICS

### Billing Steps/Inputs/Outputs

| Steps | INPUTS   | OUTPUTS  |
|-------|--|--|
| 1     | What do you need?                                | Requests sent through CSORTS to the Specialty Group  |
| 2     | Who should provide it?                           | Billing Specialists group will provide ordering/billing request  |
| 3     | In what format should it be?                     | Billing Specialist will populate current CSORTS form accessed from the web   |
| 4     | How will you receive it?                         | CSORTS is a mechanized system  |
| 5     | What do you do with it?                          | When required fields are populated on CSORTS form, a Billing order will be issued  |
| 6     | What is your completed product?                  | Accounts established to bill Customer, OR, Billing USOCs removed or added to customers account, OR, customer account is disconnected |
| 7     | Where does it go when you complete your role(s)? | Mechanized Confirmation given back to Billing Specialist group through CSORTS  |

## 16.0 COMMON SYSTEMS CAPACITY MANAGEMENT AND INTERCONNECTION NETWORK COORDINATOR

### CSCM

| # | INPUT  | OUTPUT  |
|---|--|---|
| 1 | What do you need?                                | Application   |
| 2 | Who should provide it?                           | Project Manager   |
| 3 | In what format should it be?                     | e-app   |
| 4 | How will you receive it?                         | E-mail and/or e-App   |
| 5 | What do you do with it?                          | When operational identities change we must update floor plans<br>Provide documentation in cases of disputes |
| 6 | What is your completed product?                  | Updated central office floor plans  |
| 7 | Where does it go when you complete your role(s)? | Saved in a file to assist CSCM with future space management   |

### INAC

| # | INPUT  | OUTPUT  |
|---|--|---|
| 1 | What do you need?                                | INAC is only involved to inform PM the information has been received and has been reviewed by CCM |
| 2 | Who should provide it?                           | e-App   |
| 3 | In what format should it be?                     | NA  |
| 4 | How will you receive it?                         | e-App   |
| 5 | What do you do with it?                          | Check with CCM and "submit" the workbook upon their review  |
| 6 | What is your completed product?                  | Notification  |
| 7 | Where does it go when you complete your role(s)? | To the Project Manager  |



## 17.0 NETWORK INSTRUCTIONS FOR INTERIM TOS PROCESS

### Circuit Provisioning Group Steps/Inputs/Outputs

| Steps | Inputs   | Outputs  |
|-------|--|--|
| 1     | What do I need?                                  | Spreadsheet with required changes received by CPG SME & Programmer   |
| 2     | Who provides this?                               | Project Manager  |
| 3     | What do I do with the information?               | 1). Changes are made to in-effect records in TIRKS<br>2). In-effect WORD documents distributed to update WFA                       |
| 4     | What happens when updates are made?              | Fall out report reviewed by SME<br>1). Fix TIRKS related errors<br>2). Forward others (i.e. circuits not found) to Project Manager |
| 5     | What completes my tasks?                         | Notify Project Manager of completion   |
| 6     | Where does it go when you complete your role(s)? | Updated I.E. WORD distributed to WFA.  |

## 18.0 BILLING AND COLLECTIONS

Changes are required on the Q accounts when a CLEC assumes full or partial ownership of another customer's services. These requests are typically:

**CLEC A assumes CLEC B's OCN(s) and Q Accounts or**

- CLEC A establishes new OCN(s) and Q Accounts and will convert end-users from former customer Q account to the new Q account.

If CLEC A is assuming ownership of the OCN and Q account, the Q Account Group will be provided the following documentation:

- Copy of Level 1 and Level 2 Q Account Checklist
- NECA letter confirming ownership change from "former" owner to "new" owner
- Appearance of Transfer Agreement in CMAG
- Priority order of changes (if required). Ex: UNE 1st, Resale 2nd.
- Effective bill date provided by M&A Core Team

If CLEC A is assuming ownership of the former customer's OCN and Q account:

| Step | Action  |
|------|---|
| 1    | Prepare and email CLDB to update CLEC DB with new ownership information. Use legal entity name as appears in CMAG.  |
| 2    | Upon confirmation of CLEC DB changes, prepare service order.  |
| 3    | <p>Issue R order to change bill name and address on the Q account*. Use the effective bill date provided in the M&amp;A transaction package or timeline provided by your M&amp;A Core Team contact. Waive service order charges for name change by using "IBI WNR" in the Bill section of the service order. In Remarks, use the Project ID provided by the M&amp;A Core Team contact for your department.</p> <p><b>Note:</b> If this is a UNE Q Account, the UNECN USOC must be C and T'd to update the customer name information floated behind the USOC.</p> <p><b>*If this is UNE, close coordination is required due to manual Tapestry processes required for changes of this type. Your</b></p> |



|   |   |
|---|---|
|   | M&A Core Team contact will confirm the date we may begin service order activity on UNE accounts.  |
| 4 | Monitor the service order(s) for errors and for completion.   |
| 5 | Send email confirmation of completion to M&A Core Team contact with service order number or a list of completed service order numbers for each Q account  |
| 6 | End user accounts will be converted by the LCSC after completion of the Q account orders(s)..   |
| 7 | Charges for the merger transaction are billed with 2 options based on negotiations with the M&A Chairperson and the Contract Negotiator: <ul style="list-style-type: none"><li>• product specific level</li><li>• lump sum billing with a narrative entry (all transaction service orders will waive all charges)</li></ul> |

The Narrative entry on the record order Post Billing will issue to bill the charges will be formatted in the Bill section. Examples:

**Q account Billing:** \*INAR,XXXXspaceXXspaceCHspaceM&A Project ID #XXXXXXX.  
(EXAMPLE: \*INAR,1500 00 CH M&A Project ID #ABC12345. )

**CABS Billing:** INAR 5000 00 CH BA Charge for Merger of Special Access Switched and Local Interconnection Trunks & Facilities between WTL and ATX



## 19.0 PMAP/SEEM

### SEEM SELF-EFFECTUATING ENFORCEMENT MECHANISMS

Remedy (SEEM) payment processing will not be affected by a merger/acquisition transaction because the calculation of each sub metric is defined within a specific approved docket by each state's respective public service commission or utilities commission. A certified CLEC in a state is paid based solely on the defined sub metric calculation and defined exclusions.

#### Quest Changes

The QUEST application allows SEEM group users to perform functions necessary to View, Create, Update, and Merge Companies (Penalty Payment (PPMT) CLECs); View, Create, Update and Merge notes; conversations; bankruptcies; state certifications; and any relevant information concerning the PPMT CLECs.

As defined by the PMAP/SEEM member of the M&A Core Team, changes will be required to update the QUEST system in order to accommodate the M&A Transaction between the two CLECs.

Regardless of the M&A transaction type, QUEST notes will be updated on each PPMT company involved from the inception to the completion of the M&A transaction.

If CLEC A is merging with CLEC B, then by definition CLEC A (merged company) will no longer exist. In QUEST the company record for CLEC A will be merged with CLEC B.

If CLEC A is acquiring part(s) of CLEC B's business assets (accounts/trunks/circuits/facilities/etc), then record changes to all downstream systems will be made by the appropriate BellSouth identity to move/change the acquired assets. No changes will be required to the QUEST system for by definition both CLECs are still in business and will continue to operate.



### **Parity Analysis and Remedy Information System (PARIS) Changes**

As defined by the PMAP/SEEM member of the M&A Core Team, changes may be required to update the PARIS system in order to accommodate the M&A Transaction between the two CLECs.

If CLEC A is merging with CLEC B, then by definition CLEC A (merged company) will no longer exist. The OCNs/ACNAs belonging to CLEC A may be added to the CMPNY\_STATE\_LKP table in the PARIS system as belonging to CLEC B depending on the specifications defined in the Merger/Acquisition Transfer Agreement. CLEC A VNDR\_NUM record may be deleted from the CMPNY\_STATE\_LKP table. Additional changes/updates to the PARIS system may be required and will be specified by PMAP/SEEM member of the M&A Core Team (for example, VNDR\_NUM change).

If CLEC A is acquiring part(s) of CLEC B's business assets (accounts/trunks/circuits/facilities/etc), then record changes to all downstream systems will be made by the appropriate BellSouth identity to move/change the acquired assets. No changes will be required to the PARIS system for by definition both CLECs are still in business and will continue to operate.

### **Performance Measurement Analysis Platform (PMAP) Changes**

As defined by the PMAP/SEEM member of the M&A Core Team, changes may be required to update the PMAP system in order to accommodate the M&A Transaction between the two CLECs.

If CLEC A is merging with CLEC B, then based on definition CLEC A (merged company) will no longer exist. The OCNs/ACNAs belonging to CLEC A may be added to the PMAP website as belonging to CLEC B depending on the specifications defined in the Merger/Acquisition Transfer Agreement. The COMPANY\_STATE\_LKP table will be updated to reflect that CLEC A is no longer in business. Additional changes/updates to the PMAP system may be required and will be specified by the terms of the Merger/Acquisition Agreement.

If CLEC A is acquiring part(s) of CLEC B's business assets (accounts/trunks/circuits/facilities/etc), then record changes to all downstream systems will be made by the appropriate BellSouth identity to move/change the acquired assets. No changes will be required to the PMAP system for by definition both CLECs are still in business and will continue to operate.



### **Supplier Transfer and Remittance (STAR) Changes**

As defined by the PMAP/SEEM member of the M&A Core Team, changes may be required to update the STAR system in order to accommodate the M&A Transaction between the two CLECs.

If CLEC A is merging with CLEC B, then by definition CLEC A (merged company) will no longer exist. The SUPPLIER ID for CLEC A may be inactivated for the STAR system depending on the specifications defined in the Merger/Acquisition Transfer Agreement.

If CLEC A is acquiring part(s) of CLEC B's business assets (accounts/trunks/circuits/facilities/etc), then record changes to all downstream systems will be made by the appropriate BellSouth identity to move/change the acquired assets. No changes will be required to the STAR system for by definition both CLECs are still in business and will continue to operate.



## **20.0 BBI OPERATIONS**

### **Affected Work Groups**

The impact to BBI Operations is based on the type of activity and services involved in the merger.

The BBI representative on the M&A Core team will be responsible for providing status and implementation information to the appropriate BBI Operations functions. For the majority of the mergers, the BBI impact will be experienced after the merger activities begin. Meaning, the hold file groups could experience an increase in hold file and COPE errors. Depending on the type of orders issued, the Wholesale usage group could experience usage errors until orders are completed.

The BBI rate file groups, CRIS (for Resale and UNE involvement), IBS and CABS may have to update the rate file prior to order activity depending on the agreement with the customer on the billing of embedded services. The specifics of the rate file changes will be identified by the M&A core team and communicated to BBI Operations via the BBI representative on the M&A Core team.

See Attachment B for the BBI representative responsibilities and the "Information Sheet" that must be completed in order for BBI to have a complete picture of the M&A transaction.

### **Impacted BBI Operations areas:**

- CABS rate file – UNE, Access and local interconnection
- IBS rate file - UNE
- CRIS rate file (resale & UNE)
- Wholesale Usage processing
- Bill Media
- CABS Service Order
- CRIS Service Order
- Wholesale bill verification (CABS and IBS)



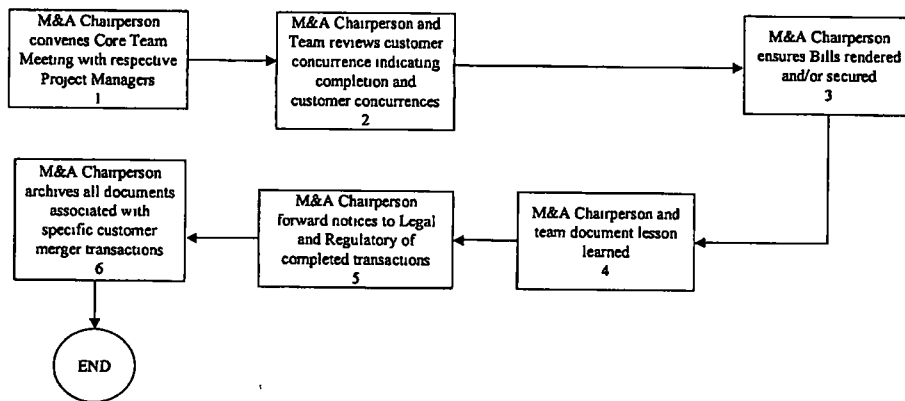
**CABS rate file – UNE, Access and local interconnection**  
**IBS rate file - UNE**  
**CRIS rate file (resale & UNE)**

| <b>Rate File Personnel</b>   | <b>Wholesale Usage</b>  | <b>Bill Media</b>  | <b>CABS Service Order</b>  | <b>Wholesale Bill Verification (CABS &amp; IBIS)</b>  |
|--|---|--|--|---|
| Rate file personnel will update the rate files based on information provided on the M&A Information Sheet AND upon receipt of WCC Change Report. | Usage processing personnel will 1) monitor usage errors that might result as implementation of merger continues 2) update reference files, i.e., OLEC PARMLIB, CEO file, to reflect merger activities | Bill media personnel will update the appropriate CBO/GAC/ACNA tables to reflect merger activities. | The service order groups will monitor error volumes and work with ordering centers that may result as implementation of merger proceeds. | The bill verification personnel will verify bills to ensure billing is correct as a result of the merger. |



## 20.0 PROJECT CLOSEOUT

### Wholesale Mergers and Acquisitions Process Flow Project Closeout



## 20.1 Project Close-out Table

The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 21.0

**Table 9 Project Cross-out Steps**

| Steps | <u>New Sub-processes</u><br>Activities   | Inputs and<br>Outputs  | Resources and Level of<br>Authority   | Cycle Time |
|-------|--|--|---|------------|
|       |  |  | A-Accountable<br>R-Responsible  |            |
| 1     | <p><b><u>M&amp;A Chairperson convenes Core Team Meeting with respective Project Managers</u></b></p> <p>M&amp;A calls meeting with project manager(s) and Core team to close out project and review all data relevant to merger or acquisition.</p>  | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Notification of Completion of project by project manager(s)</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>acceptances</li> </ul> | <p>M&amp;A Chairperson (A)<br/>Project Manager (R)<br/>Core Team (R)</p>    | 3 days     |
| 2     | <p><b><u>M&amp;A Chairperson and Team reviews customer concurrence indicating completion &amp; customer concurrences</u></b></p> <p>The project manager is required to provide status of the project activities: all affected work group activities complete; customer approval of completion; all databases are accurate</p>                  | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>WBS(s)</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>Completed tasks</li> <li>Customer approval</li> </ul>                       | <p>M&amp;A Chairperson (A)<br/>Project Manager (R)<br/>Core Team (R)</p>    | 2 days     |
| 3     | <p><b><u>M&amp;A Chairperson ensures Bills rendered and/or secured</u></b></p> <p>The M&amp;A Chairperson will require documentation of bills rendered or bills paid. If this is not available at the time, follow-ups will continue with Billing and Collections to ensure all payments are secured before the specific merger is closed.</p> | <p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>Documentation of rendered or paid bills</li> </ul> <p><b>Outputs:</b></p> <ul style="list-style-type: none"> <li>Billing completion or follow-up</li> </ul> | <p>M&amp;A Chairperson (A)<br/>Project Manager (R)<br/>ARM- B&amp;C (R)</p> | 0 days     |

| Steps | New Sub-processes<br>Activities   | Inputs and<br>Outputs   | Resources and Level of<br>Authority<br>A-Accountable<br>R-Responsible | Cycle Time |
|-------|---|---|---|------------|
| 4     | <b><u>M&amp;A Chairperson and team document lesson learned</u></b><br>The M&A Chairperson documents specific lessons learned to improve the process going forward and possible remedies to broken process or activities.  | <b>Inputs:</b> <ul style="list-style-type: none"> <li>• Areas of Improvements from team members</li> </ul> <b>Outputs:</b> <ul style="list-style-type: none"> <li>• Lessons Learned</li> </ul>  | M&A Chairperson (A)<br>Project Team (R)                               | 1 day      |
| 5     | <b><u>M&amp;A Chairperson forward notices to Legal and Regulatory of completed transactions</u></b><br>Written notification is provided to Legal and Regulatory indicated the merger & acquisition of the specific customer is complete.  | <b>Inputs:</b> <ul style="list-style-type: none"> <li>• Completed WBS(s)</li> <li>• Payments received</li> <li>• Lessons learned</li> <li>• Customer concurrences(s)</li> </ul> <b>Outputs</b> <ul style="list-style-type: none"> <li>• Notification to Legal and Regulatory</li> </ul> | M&A Chairperson (A)   | 2 days     |
| 6     | <b><u>M&amp;A Chairperson archives all documents associated with specific customer merger transactions</u></b><br>All documents associated with the specific merger or acquisition are archived by the Chairperson as specified in BST guidelines. The documents consist of Customer approved inventory, WBS(s), records indicating all systems are accurate, documents indicating all bills paid, lessons learned, notification to legal and regulatory; customer concurrence project is complete. | <b>Input:</b> <ul style="list-style-type: none"> <li>• Notice to Legal and Regulatory project complete</li> </ul> <b>Output:</b> <ul style="list-style-type: none"> <li>• all records archived</li> </ul>   | M&A Chairperson (A)   | 5 days     |



## 21.0 MERGERS & ACQUISITIONS GLOSSARY AND ACROYNMS

**Merger** - The consolidation of two companies. In a merger, the merged company ceases to exist as a separate business and legal entity. The surviving company assumes the assets, liabilities, franchises, and powers of the merged company by operation of law (i.e., automatically)

**Asset acquisition** - Company A acquires some or all of the property of company B. Typically asset acquisitions involve the transfer of some of the telephone "exchanges" operated by the selling company.

**Company** - A legal entity, formed under the laws of a particular state usually to operate a business of some type (e.g., provision of telephone service). Other types of legal entities that may perform similar functions include cooperatives, partnerships, limited liability corporations (LLCs), sub chapter S corporations, etc. For simplicity, all are referred to a "companies" in this document. As a legal entity, a "company" has the status similar to a person and can sign contracts, employ people, own assets (including other companies), and buy and sell goods and services.

**ACNA** Access Customer (Carrier) Name Abbreviation identifies the Common Language® code of the AC Inter LATA facility terminal location to which the bill is rendered. Also referred to as Interexchange Access Code (IAC). Only one code per company name is assigned.

**M&A Chair** Merger and Acquisition Chairperson

### Acronyms:

|       |   |
|-------|---|
| ACAC  | Access Customer Service Center                  |
| ACNA  | Access Customer Name Abbreviation               |
| ACTL  | Access Customer Terminal Location               |
| AFIG  | Assignment Facility Investigation Group         |
| ARM   | Account Receivable Management                   |
| ASR   | Access Service Request                          |
| ATOPS | Access/Local Taskmate Order Processing System   |
| BAN   | Billing Account Number                          |
| BBi   | BellSouth Billing Incorporation                 |
| BST   | BellSouth Telecommunication                     |
| BTN   | Billing Telephone Number                        |
| CABS  | Carrier Access Billing System                   |
| CATS  | Calling Card and Third Number Settlement System |
| CCM   | Circuit Capacity Management                     |
| CCNA  | Customer Carrier Name Abbreviation              |
| CIC   | Carrier Identification Code                     |



|          |  |
|----------|--|
| CISC     | Carrier Interconnection Switching Center   |
| CLEC     | Competitive Local Exchange Company   |
| CLLI     | Common Language Location Identifier  |
| CPG      | Circuit Provisioning Group   |
| CRIS     | Customer Records Information System  |
| CSORTS   | Collocation Service Order Request Tracking System  |
| CWINS    | Customer Wholesale Interconnection Network Services  |
| ERT      | Executive Review Team  |
| FORD     | Facility Order   |
| HITOPS   | Hybrid Intranet Taskmate Order Processing System   |
| ICSC     | Interexchange Carrier Service Center   |
| ILEC     | Interexchange Local Exchange Carrier   |
| IXC      | Interexchange Carrier  |
| LCM      | Local Contract Manager   |
| LCSC     | Local Carrier Service Center   |
| LNP      | Local Number Portability   |
| LSR      | Local Service Request  |
| MOP      | Method Of Procedure  |
| NBR      | New Business Request   |
| NICS     | Non-Intercompany Settlements Systems   |
| NIW      | Network Information Warehouse System   |
| OCN      | Operating Company Name   |
| OC&C     | Other Charges & Credits  |
| PARIS    | Parity Analysis And Remedy Information System  |
| PMAP     | Performance Measure Analysis Platform  |
| PTOPS    | Project Taskmate Order Processing System   |
| SEEM     | Self Effectuating Enforcement Mechanisms   |
| SME      | Subject Matter Expert  |
| RAO      | Revenue Accounting Office  |
| RCM      | Regional Collocation Manager   |
| TIRKS    | Trunk Integrated Records Keeping System  |
| TOPS     | Taskmate Order Processing System; this department includes ATOPS, HITOPS, and PTOPS programs |
| TORC     | Transfer of Ownership Records Change   |
| TOS      | Transfer Of Service  |
| TSC Code | Two Six Code   |
| UNE      | Unbundled Network Element  |
| USOC     | Universal Service Order Code   |
| WBS      | Work Breakdown Schedule  |



## **APPENDIX**

### **Checklists**



## **MERGERS & ACQUISITIONS – LEVEL I PRELIMINARY CHECKLIST**

### **Project Scope / Definitions**

SCOPE OF MERGER / ACQUISITION PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES

IS THE SELLER CURRENTLY IN BANKRUPTCY?

YES ☐ NO ☐ IF yes, please provide Case #

### **I - COMPANY DATA**

#### **SELLER – Company Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)**

|                                      |              |               |     |
|--------------------------------------|--------------|---------------|-----|
| LEGAL COMPANY NAME OF PARENT COMPANY |              |               |     |
| LEGAL COMPANY NAME                   |              |               |     |
| CUSTOMER CONTACT                     | PHONE NUMBER | EMAIL ADDRESS |     |
| CARRIER RELATIONS CONTACT            | PHONE NUMBER | EMAIL ADDRESS |     |
| NETWORK OPERATIONS CONTACT           | PHONE NUMBER | EMAIL ADDRESS |     |
| ACNA                                 | CCNA         | OCN           | CIC |

#### **BUYER- Company Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)**

|                                      |              |               |     |
|--------------------------------------|--------------|---------------|-----|
| LEGAL COMPANY NAME OF PARENT COMPANY |              |               |     |
| LEGAL COMPANY NAME                   |              |               |     |
| CUSTOMER CONTACT                     | PHONE NUMBER | EMAIL ADDRESS |     |
| CARRIER RELATIONS CONTACT            | PHONE NUMBER | EMAIL ADDRESS |     |
| NETWORK OPERATIONS CONTACT           | PHONE NUMBER | EMAIL ADDRESS |     |
| ACNA                                 | CCNA         | OCN           | CIC |

### **II – TYPES OF SERVICE IMPACTED**

- ♦ LOCAL INTERCONNECTION TRUNKING / FACILITIES ☐
- ♦ SWITCHED ACCESS TRUNKING / FACILITIES ☐
- ♦ WIRELESS TRUNKING / FACILITIES ☐
- ♦ SPECIAL ACCESS ☐
- ♦ COLLOCATION ☐
- ♦ SS7 LINKS ☐
- ♦ OPERATORS SERVICE ☐
- ♦ RESALE ☐
- ♦ UNBUNDLED NETWORK ELEMENTS
  - UNE-P ☐
  - UNE-L ☐
  - UNE-TRANSPORT ☐

### **III – STATES IMPACTED**

- ♦ AL ☐ FL ☐ GA ☐ KY ☐ LA ☐ MS ☐ NC ☐ SC ☐ TN ☐

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## **ACCESS TRUNKING - MERGERS & ACQUISITIONS – LEVEL II - PROJECT PREPLANNING**

### **Project Scope / Definitions**

SCOPE OF MERGER / ACQUISITION PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES.

### **EXISTING - Customer Contact Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)**

|  |              |               |     |
|--|--------------|---------------|-----|
| LEGAL COMPANY NAME                       |              |               |     |
| CUSTOMER CONTACT                         | PHONE NUMBER | EMAIL ADDRESS |     |
| CUSTOMER PROVISIONING CONTACT            | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH ACCOUNT TEAM CONTACT           | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH LOCAL CONTRACT MANAGER CONTACT | PHONE NUMBER | EMAIL ADDRESS |     |
| ACNA                                     | CCNA         | OCN           | CIC |

### **NEW - Customer Contact Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)**

|  |              |               |     |
|--|--------------|---------------|-----|
| LEGAL COMPANY NAME                       |              |               |     |
| CUSTOMER CONTACT                         | PHONE NUMBER | EMAIL ADDRESS |     |
| CUSTOMER PROVISIONING CONTACT            | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH ACCOUNT TEAM CONTACT           | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH LOCAL CONTRACT MANAGER CONTACT | PHONE NUMBER | EMAIL ADDRESS |     |
| ACNA                                     | CCNA         | OCN           | CIC |

#### **FACTORS SECTION:**

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Please refer to the *BellSouth Jurisdictional Factors Reporting Guide @* <http://www.interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf> or your BellSouth Account Team for more information.

**As a result of this merger, you may have to update your quarterly factors reporting.**





## **ACCESS TRUNKING - MERGERS & ACQUISITIONS – LEVEL II - PROJECT PREPLANNING**

### **Project Scope / Definitions**

SCOPE OF MERGER / ACQUISITION: PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES

### **EXISTING - Customer Contact Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)**

|  |              |               |     |
|--|--------------|---------------|-----|
| LEGAL COMPANY NAME                       |              |               |     |
| CUSTOMER CONTACT                         | PHONE NUMBER | EMAIL ADDRESS |     |
| CUSTOMER PROVISIONING CONTACT            | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH ACCOUNT TEAM CONTACT           | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH LOCAL CONTRACT MANAGER CONTACT | PHONE NUMBER | EMAIL ADDRESS |     |
| ACNA                                     | CCNA         | OCN           | CIC |

### **NEW - Customer Contact Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)**

|  |              |               |     |
|--|--------------|---------------|-----|
| LEGAL COMPANY NAME                       |              |               |     |
| CUSTOMER CONTACT                         | PHONE NUMBER | EMAIL ADDRESS |     |
| CUSTOMER PROVISIONING CONTACT            | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH ACCOUNT TEAM CONTACT           | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH LOCAL CONTRACT MANAGER CONTACT | PHONE NUMBER | EMAIL ADDRESS |     |
| ACNA                                     | CCNA         | OCN           | CIC |

### **FACTORS SECTION:**

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Please refer to the *BellSouth Jurisdictional Factors Reporting Guide @ <http://www.interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf>* or your BellSouth Account Team for more information.

**As a result of this merger, you may have to update your quarterly factors reporting.**



## Q-ACCOUNT/PMAP/SEEM - MERGERS & ACQUISITIONS – LEVEL II CHECKLIST

### **Project Scope / Definitions**

SCOPE OF MERGER / ACQUISITION. PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES

### **EXISTING - Customer Contact Information** (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)

|                      |              |               |
|----------------------|--------------|---------------|
| LEGAL COMPANY NAME   |              |               |
| CUSTOMER CONTACT     | PHONE NUMBER | EMAIL ADDRESS |
| ACNA                 | CCNA         | OCN           |
| COMPANY BILLING NAME |              |               |

### **NEW - Customer Contact Information** (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)

|                      |              |               |
|----------------------|--------------|---------------|
| LEGAL COMPANY NAME   |              |               |
| CUSTOMER CONTACT     | PHONE NUMBER | EMAIL ADDRESS |
| ACNA                 | CCNA         | OCN           |
| COMPANY BILLING NAME |              |               |

LIST ALL OTHER LEGAL ENTITY NAMES INVOLVED IN THE MERGER / ACQUISITION

**What is the effective bill date for this Merger / Acquisition?**



## **LOCAL TRUNKING - MERGERS & ACQUISITIONS – LEVEL II - PROJECT PREPLANNING**

### **Project Scope / Definitions**

SCOPE OF MERGER / ACQUISITION PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES

### **EXISTING - Customer Contact Information**

|  |              |               |     |
|--|--------------|---------------|-----|
| COMPANY NAME                             |              |               |     |
| CUSTOMER CONTACT                         | PHONE NUMBER | EMAIL ADDRESS |     |
| CUSTOMER PROVISIONING CONTACT            | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH ACCOUNT TEAM CONTACT           | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH LOCAL CONTRACT MANAGER CONTACT | PHONE NUMBER | EMAIL ADDRESS |     |
| ACNA                                     | CCNA         | OCN           | CIC |

### **NEW - Customer Contact Information**

|  |              |               |     |
|--|--------------|---------------|-----|
| COMPANY NAME                             |              |               |     |
| CUSTOMER CONTACT                         | PHONE NUMBER | EMAIL ADDRESS |     |
| CUSTOMER PROVISIONING CONTACT            | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH ACCOUNT TEAM CONTACT           | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH LOCAL CONTRACT MANAGER CONTACT | PHONE NUMBER | EMAIL ADDRESS |     |
| ACNA                                     | CCNA         | OCN           | CIC |

### **SPREADSHEET INFORMATION:**

Please see attached inventory spreadsheet to be completed and validated with your BellSouth Account Team. A validated Inventory Spreadsheet must be completed and attached with Mergers / Acquisitions Pre-Planning document to proceed with planning.

### **FACTORS SECTION:**

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Please refer to the *BellSouth Jurisdictional Factors Reporting Guide @ <http://www.interconnection.bellsouth.com/guides/lxc/pdf/factgu.pdf>* or your BellSouth Account Team for more information.

**As a result of this merger, you may have to update your quarterly factors reporting.**



## UNE - MERGERS & ACQUISITIONS – LEVEL II - PROJECT PREPLANNING

### Project Scope / Definitions

SCOPE OF MERGER / ACQUISITION PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES

#### EXISTING - Customer Contact Information

|  |              |               |     |
|--|--------------|---------------|-----|
| LEGAL COMPANY NAME                       |              |               |     |
| CUSTOMER CONTACT                         | PHONE NUMBER | EMAIL ADDRESS |     |
| CUSTOMER PROVISIONING CONTACT            | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH ACCOUNT TEAM CONTACT           | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH LOCAL CONTRACT MANAGER CONTACT | PHONE NUMBER | EMAIL ADDRESS |     |
| ACNA                                     | CCNA         | OCN           | CIC |

#### NEW - Customer Contact Information

|  |              |               |     |
|--|--------------|---------------|-----|
| LEGAL COMPANY NAME                       |              |               |     |
| CUSTOMER CONTACT                         | PHONE NUMBER | EMAIL ADDRESS |     |
| CUSTOMER PROVISIONING CONTACT            | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH ACCOUNT TEAM CONTACT           | PHONE NUMBER | EMAIL ADDRESS |     |
| BELLSOUTH LOCAL CONTRACT MANAGER CONTACT | PHONE NUMBER | EMAIL ADDRESS |     |
| ACNA                                     | CCNA         | OCN           | CIC |

#### FACTORS SECTION:

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Please refer to the *BellSouth Jurisdictional Factors Reporting Guide* @ <http://www.interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf> or your BellSouth Account Team for more information.

As a result of this merger, you may have to update your quarterly factors reporting.



**Questionnaire Section:**

Is acquiring customer currently set up to use EDI, LENS, or TAG/XML for issuing LSRs?

EDI ☐ LENS ☐ TAG/XML ☐

Will Collocations sites be impacted with Merger / Acquisition?

YES ☐ NO ☐

Are there higher-level services that will be impacted?

OC-n ☐ Rings ☐ STS ☐ DS3 ☐

Will there be changes made to ACNA, CCNA, OCN, CIC?

ACNA ☐ CCNA ☐ OCN ☐ CIC ☐

Will there be changes required to the 11-character ACTL CLLI?

YES ☐ NO ☐

Will there be changes made to any NPA-NXX codes?

YES ☐ NO ☐

If yes, please list NPA-NXX codes affected

Will there be changes to LRN / N-PAC database?

YES ☐ NO ☐

Will there be changes to LNP Directory Listing Q-Accounts?

YES ☐ NO ☐

Will there be E-911 services affected?

YES ☐ NO ☐

If yes, have contract issues been addressed with BellSouth Account Team?

YES ☐ NO ☐

Will there be changes required to branding on OPS / DA services?

YES ☐ NO ☐

Will there be requirements to make changes on PIC / LPIC

YES ☐ NO ☐

If yes, please provide written description of changes



## Spreadsheets

### Designed Loops

| Transfer Ownership Records Change for DESIGNED UNE Circuits |         |         |                                 |      |             |            |    |    |
|---|---------|---------|---------------------------------|------|-------------|------------|----|----|
| Project ID:   |         |         |                                 |      |             |            |    |    |
| Project Manager:  |         |         | Project Manager E-mail address: |      |             | Project Ma |    |    |
| CLEC  |         |         | State                           |      | ACTL:       |            |    |    |
| CLEC contact name (ZRCI info)                               |         |         | CLEC contact number:            |      |             |            |    |    |
| New ACNA:   |         |         | Old ACNA:                       |      |             |            |    |    |
| New CCNA:   |         |         | Old CCNA:                       |      |             |            |    |    |
| New CA Name   |         |         | Old CA Name:                    |      |             |            |    |    |
| Circuit ID  | OLD BAN | NEW BAN | CABLE                           | LCON | LCON Number | PON        | DD | CS |
| 1   |         |         |                                 |      |             |            |    |    |
| 2   |         |         |                                 |      |             |            |    |    |
| 3   |         |         |                                 |      |             |            |    |    |
| 4   |         |         |                                 |      |             |            |    |    |
| 5   |         |         |                                 |      |             |            |    |    |
| 6   |         |         |                                 |      |             |            |    |    |
| 7   |         |         |                                 |      |             |            |    |    |
| 8   |         |         |                                 |      |             |            |    |    |
| 9   |         |         |                                 |      |             |            |    |    |
| 10  |         |         |                                 |      |             |            |    |    |
| 11  |         |         |                                 |      |             |            |    |    |
| 12  |         |         |                                 |      |             |            |    |    |
| 13  |         |         |                                 |      |             |            |    |    |
| 14  |         |         |                                 |      |             |            |    |    |
| 15  |         |         |                                 |      |             |            |    |    |
| 16  |         |         |                                 |      |             |            |    |    |
| 17  |         |         |                                 |      |             |            |    |    |
| 18  |         |         |                                 |      |             |            |    |    |
| 19  |         |         |                                 |      |             |            |    |    |
| 20  |         |         |                                 |      |             |            |    |    |
| 21  |         |         |                                 |      |             |            |    |    |
| 22  |         |         |                                 |      |             |            |    |    |
| 23  |         |         |                                 |      |             |            |    |    |
| 24  |         |         |                                 |      |             |            |    |    |
| 25  |         |         |                                 |      |             |            |    |    |
| 26  |         |         |                                 |      |             |            |    |    |
| 27  |         |         |                                 |      |             |            |    |    |
| 28  |         |         |                                 |      |             |            |    |    |
| 29  |         |         |                                 |      |             |            |    |    |
| 30  |         |         |                                 |      |             |            |    |    |
| 31  |         |         |                                 |      |             |            |    |    |
| 32  |         |         |                                 |      |             |            |    |    |
| 33  |         |         |                                 |      |             |            |    |    |
| 34  |         |         |                                 |      |             |            |    |    |



UNE-P

| Main ATN | BTN | OCN | PON | Contact Name | Contact TN |  |
|----------|-----|-----|-----|--------------|------------|--|
|----------|-----|-----|-----|--------------|------------|--|







## Special Access

|    | A               | B             | C                        | D        | E     | F     | G | H          |
|----|-----------------|---------------|--------------------------|----------|-------|-------|---|------------|
| 1  | Project ID      |               | Old IXC Name             |          |       |       |   |            |
| 2  | Project Manager |               | New IXC Name             |          |       |       |   |            |
| 3  | PH #            |               | New IXC Project Manager: |          |       |       |   |            |
| 4  |                 |               | PH #                     |          |       |       |   |            |
| 5  |                 |               | Bill Name                |          |       |       |   |            |
| 6  | Email           |               | Billing Address          |          |       |       |   |            |
| 7  | Issue Date      |               |                          |          |       |       |   |            |
| 8  |                 |               | Bill Contact:            |          |       |       |   |            |
| 9  | State           | Old ACNA/CCNA | New ACNA                 | New CCNA | N-BAN | ECCKT |   | PORTION TO |
| 10 |                 |               |                          |          |       |       |   | DD         |



## BBI Info Sheet

|   |  |                                |
|---|--|--------------------------------|
| <b>Chairperson Name &amp; Number:</b>   |  |                                |
| <b>BBI Contact Name &amp; Number:</b>   |  |                                |
| <b>Effective Date of Merger:</b>  |  |                                |
| <b>Effective date of billing changes:</b>   |  |                                |
|   |  |                                |
| <b>Acquired Customer Info</b>   |  | <b>Acquiring Customer Info</b> |
| Company Name  |  | Company Name                   |
| ACNA  |  | ACNA                           |
| CCNA  |  | CCNA                           |
| CIC   |  | CIC                            |
| OCN   |  | OCN                            |
|   |  |                                |
| <b>Services Impacted</b>  |  | <b>Y/N - Location</b>          |
| Switched Access Usage   |  |                                |
| Switched Access Trunks  |  |                                |
| Switched Access Facilities  |  |                                |
| Special Access  |  |                                |
| Wireless - MPB  |  |                                |
| Wireless - non-MPB  |  |                                |
| Local Interconnection Usage   |  |                                |
| Local Interconnection Trunks  |  |                                |
| Local Interconnection Facilities  |  |                                |
| UNE Loops   |  |                                |
| UNE-P   |  |                                |
| UNE Transport   |  |                                |
| Resale  |  |                                |
| Operator & DA services  |  |                                |
| Collocation   |  |                                |
| SS7 Links   |  |                                |
|   |  |                                |
| <b>Questions:</b>   |  | <b>Answers:</b>                |
| Will charges be assessed on circuit by circuit basis or via lump sum transaction?                     |  |                                |
| If lump sum, at what level? BAN level by state? State Level?  |  |                                |
| Region Level? Account number?   |  |                                |
| If lump sum, what amount? Jurisdiction?   |  |                                |
| Will services continue to be billed from Seller Contract? If so, for how long?                        |  |                                |
| Should OC&Cs for recurring be generated?  |  |                                |
| Should OC&Cs for UNE usage be generated?  |  |                                |
| Is OCN being assumed by acquiring company? If not, when will orders be issued to change OCN?          |  |                                |
| Is ACNA being assumed by acquiring company? If not, when will orders be issued to change to new ACNA? |  |                                |
| If ACNA isn't changing, should ACNA be associated with the GAC of acquiring company?                  |  |                                |
| Is CIC being assumed by acquiring company? If not, when will orders be issued to change to new CIC?   |  |                                |
| Are Point code changes being made?  |  |                                |
| If access services, are there any bill guarantee issues that need to be addressed?                    |  |                                |
| Have NPA NXX codes be identified as belonging to acquiring CLEC?                                      |  |                                |
| If so, have all national databases been updated? New code memos sent with all NPA NXX and CLLICODES?  |  |                                |
| Has LECREF file been updated?   |  |                                |
| List all NPA NXX codes affected   |  |                                |
| Has RAO code changed? Should they?  |  |                                |



## 21.0 Exhibits

### EXHIBITS

#### Exhibit 1 - Transfer Agreement

INTENTIONALLY LEFT BLANK



## Customer Responsibility Letter

In general:

- Contact BellSouth as noted in the notices section of the Interconnection Agreement or your Account Team Representative
- Request PSC approval of the acquisition
- Verify all NECA changes and additions
- Submit all changes to CIC, OCN, ACNA, CCNA, etc on the governing body letterhead
- Complete and submit credit profile
- Complete and submit level 1 checklist
- Provide inventory spreadsheets
- Submit a letter providing the details of the “assumption of services”
- Should be from the ‘acquiring’ customer on their letterhead
- Should document how the ‘transferring’ customer’s ACNA and/or OCN will be used in the issuance of service orders if applicable.
- Provide all legal names that are used or will be used in the application to BellSouth
- *Sign the Transfer Agreement*

If collocation:

- Customer prepares an application in e-Application, prints the application, but does not submit the application until the agreement is finalized and the distribution of applications is authorized)
- The customer (buyer) and/or certified vendor is responsible for ALL re-stenciling. This includes, but is not limited to, Virtual equipment and/or cable/pair interconnection points.



## Exhibit 2

### *Transfer of Ownership*

#### Customer Information Package

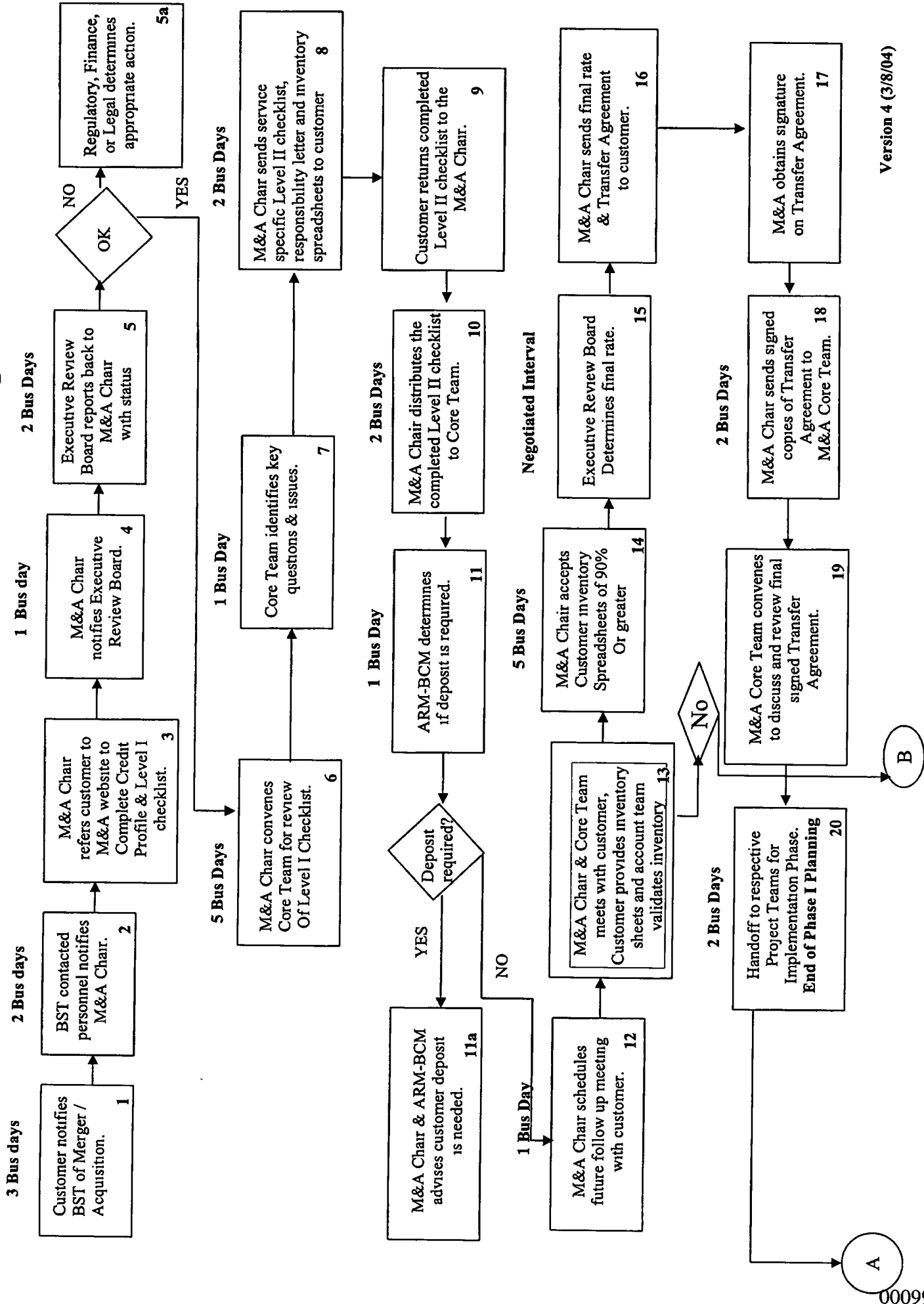
1. Submit a Letter of Authorization (LOA) for the transfer and release of the of the collocation arrangement(s).  
Should be from the 'transferring' customer on their letterhead.  
Should include the Reference Number for each arrangement.
2. Submit a letter providing the details of the "assumption of services"  
Should be from the 'acquiring' customer on their letterhead  
Should document how the 'transferring' customer's ACNA will be used in the issuance of service orders for services.
3. Submit a complete list of the Collocation Billing Account Numbers (BANS) that will be transferred.
4. Submit a complete list of all terminations (CFA) and circuits for each arrangement that will be transferred.  
Use the attached template and provide all requested information.
4. Submit a hard copy of the application to transfer ownership for each collocation arrangement being transferred.  
Enter the application in BellSouth's eApplication system. Print a copy of the application but do not submit it until the *Transfer Agreement* has been signed.
5. Submit a *Virtual Collocation Equipment Inventory/Acceptance List* for each virtual collocation arrangement.
6. Contact your Contract Negotiator to discuss any necessary contractual revisions.
7. Sign the *Transfer Agreement*
8. Submit the applications(s) once the *Transfer Agreement* has been signed and all information and details are complete.



BellSouth Telecommunications, Inc.  
North Carolina Utilities Commission  
Docket Nos. P-772, Sub 8; P-913,  
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4  
Joint Petitioners' 1st Request for Production  
April 6, 2003  
Item No. 6-11(A)-1  
Attachment 2

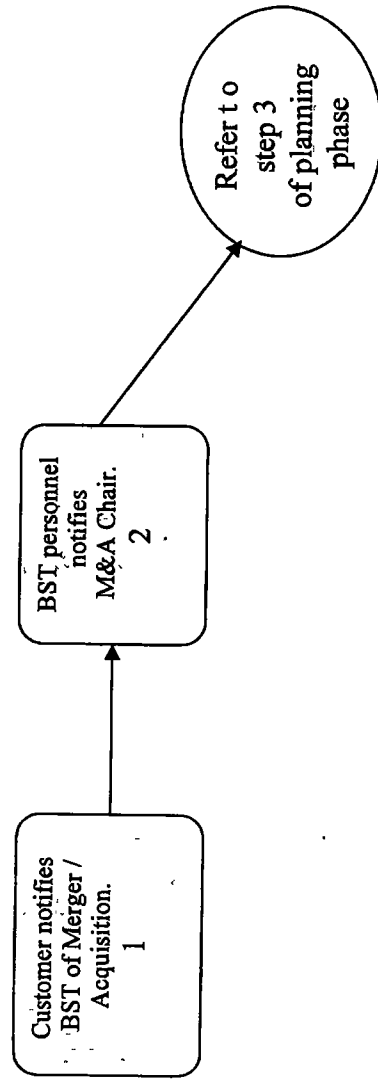
**ATTACHMENT TO REQUEST FOR PRODUCTION,  
ITEM NO. 6-11(A)-1**

# Wholesale Mergers and Acquisitions Planning Process Flow

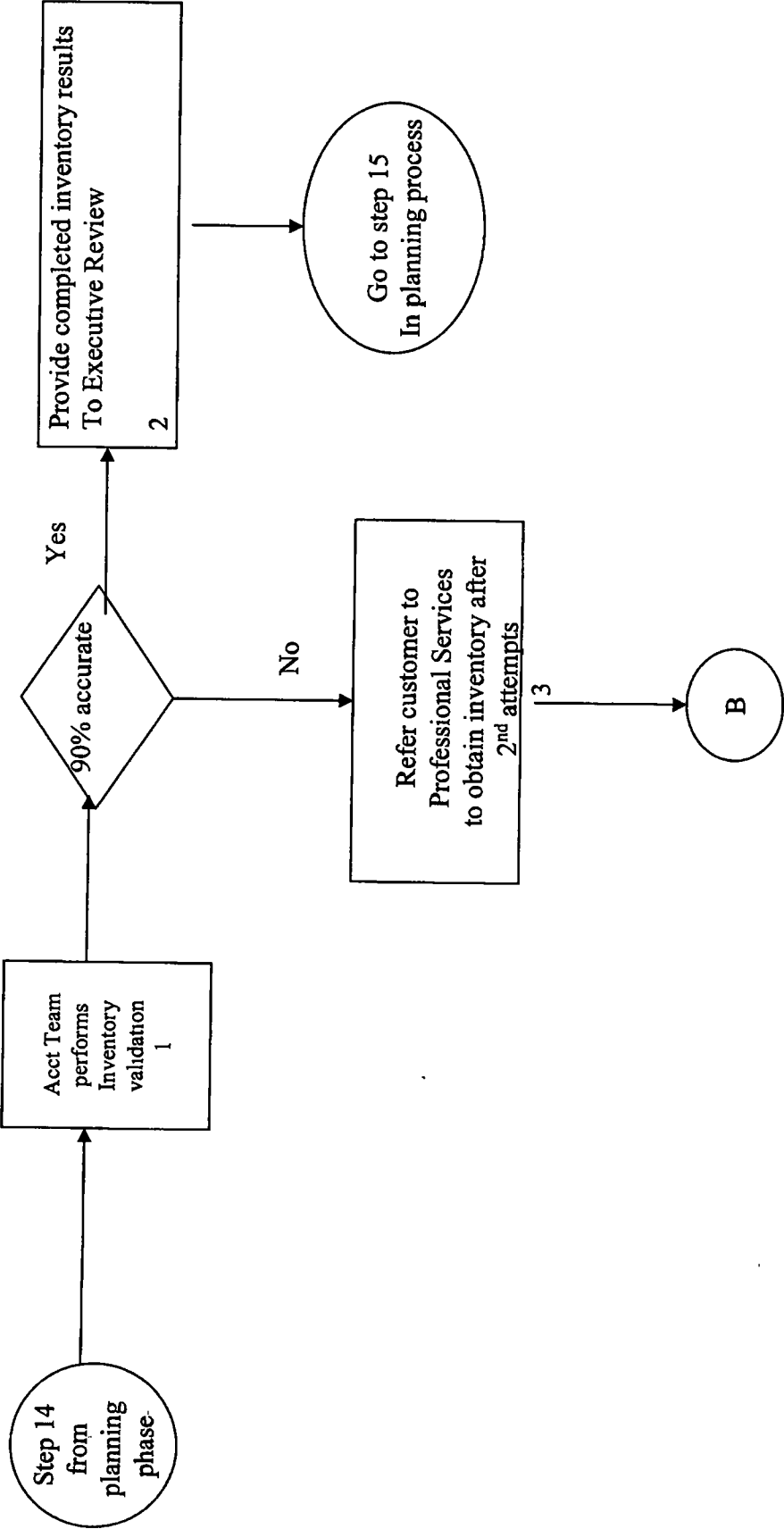




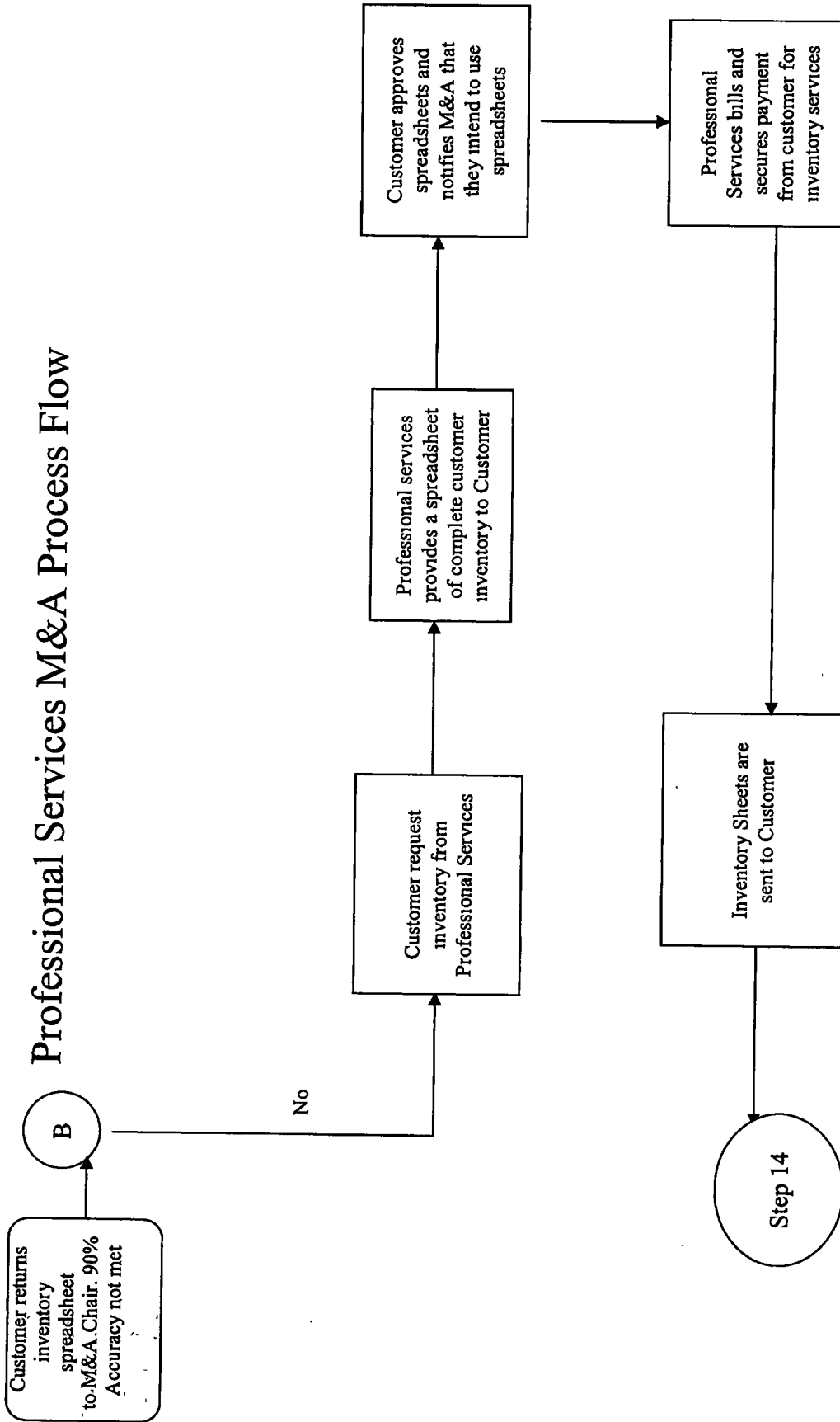
## Work Entry Process



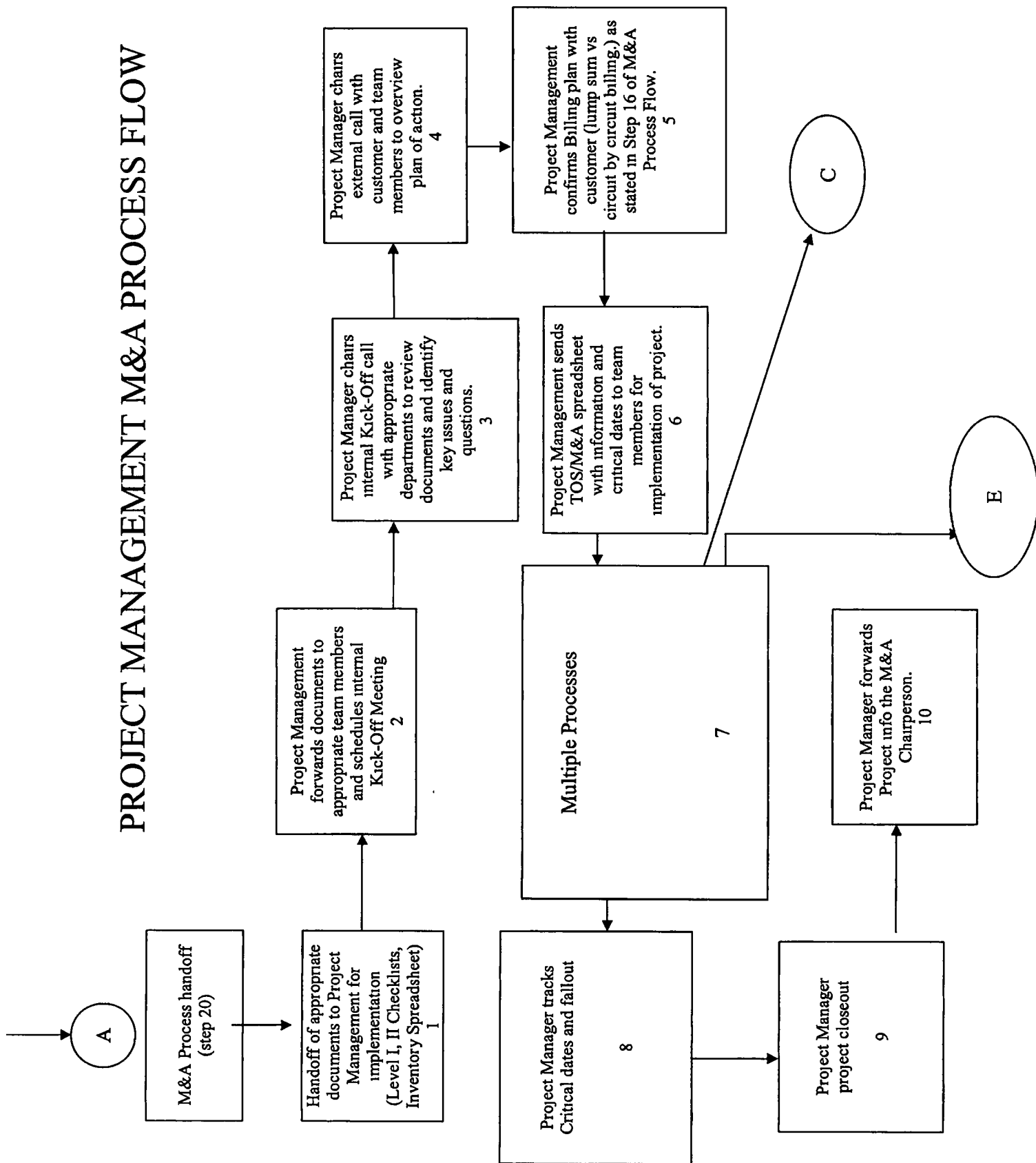
Account Team M&A Planning Process Flow



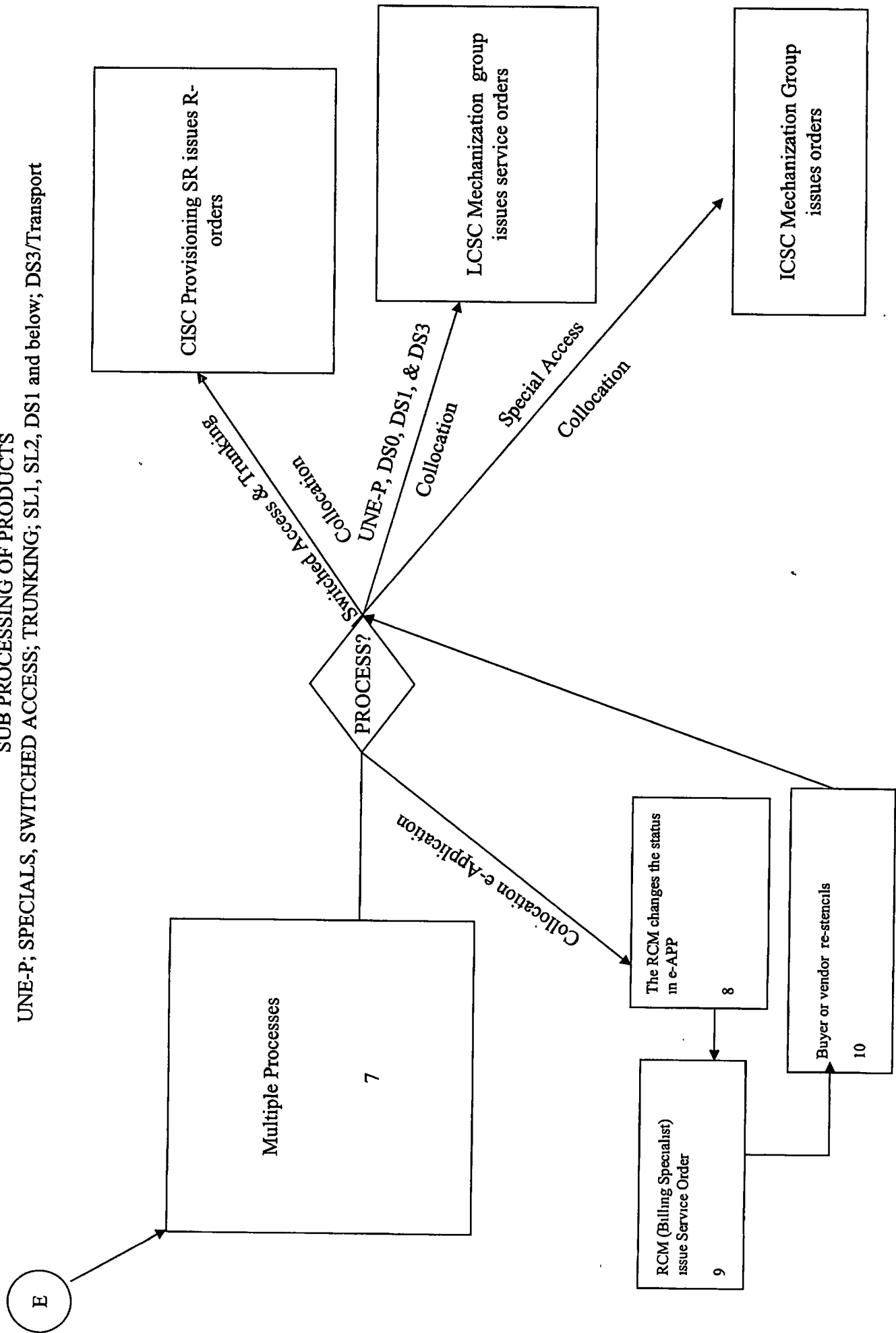
# Professional Services M&A Process Flow



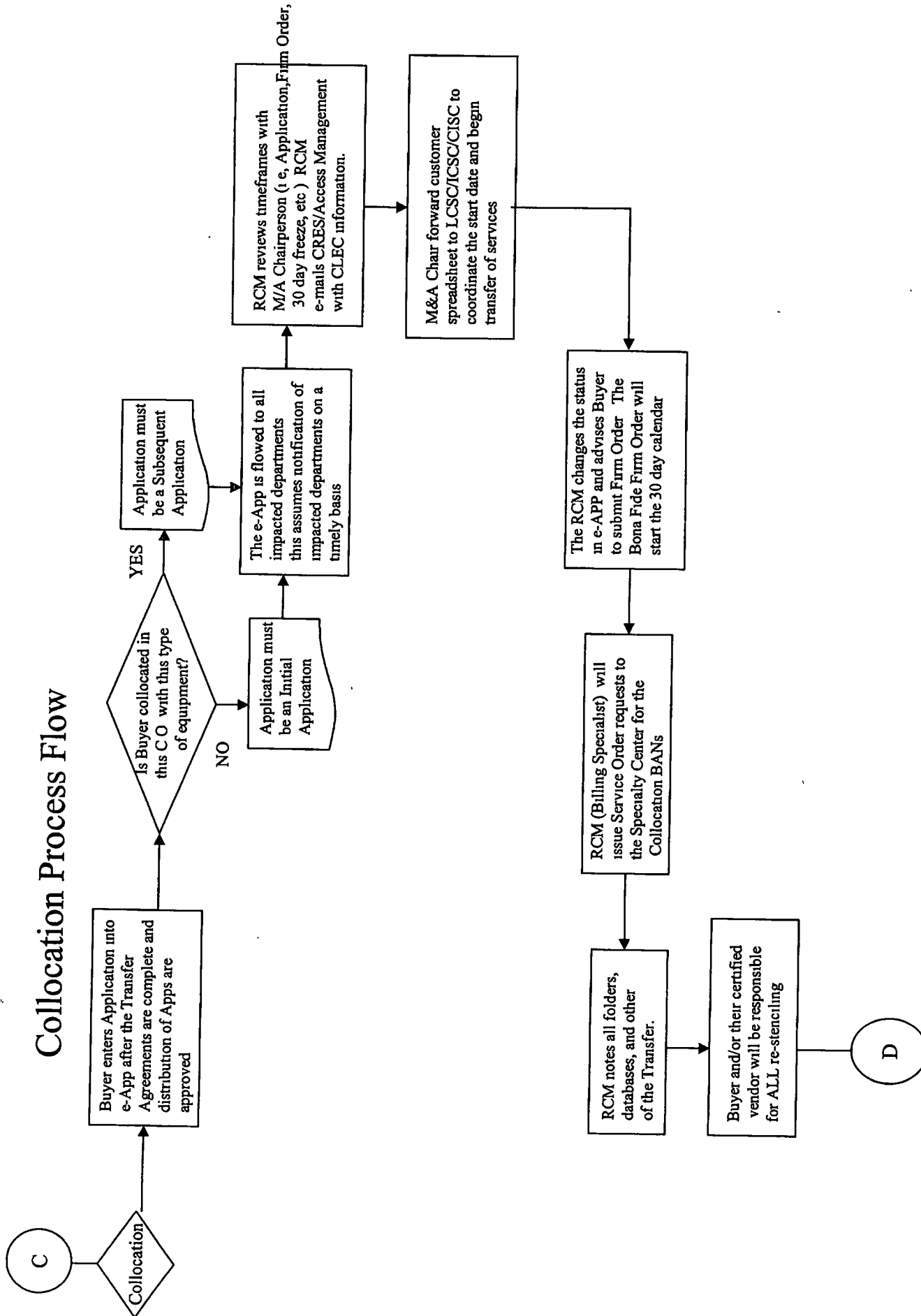
# PROJECT MANAGEMENT M&A PROCESS FLOW



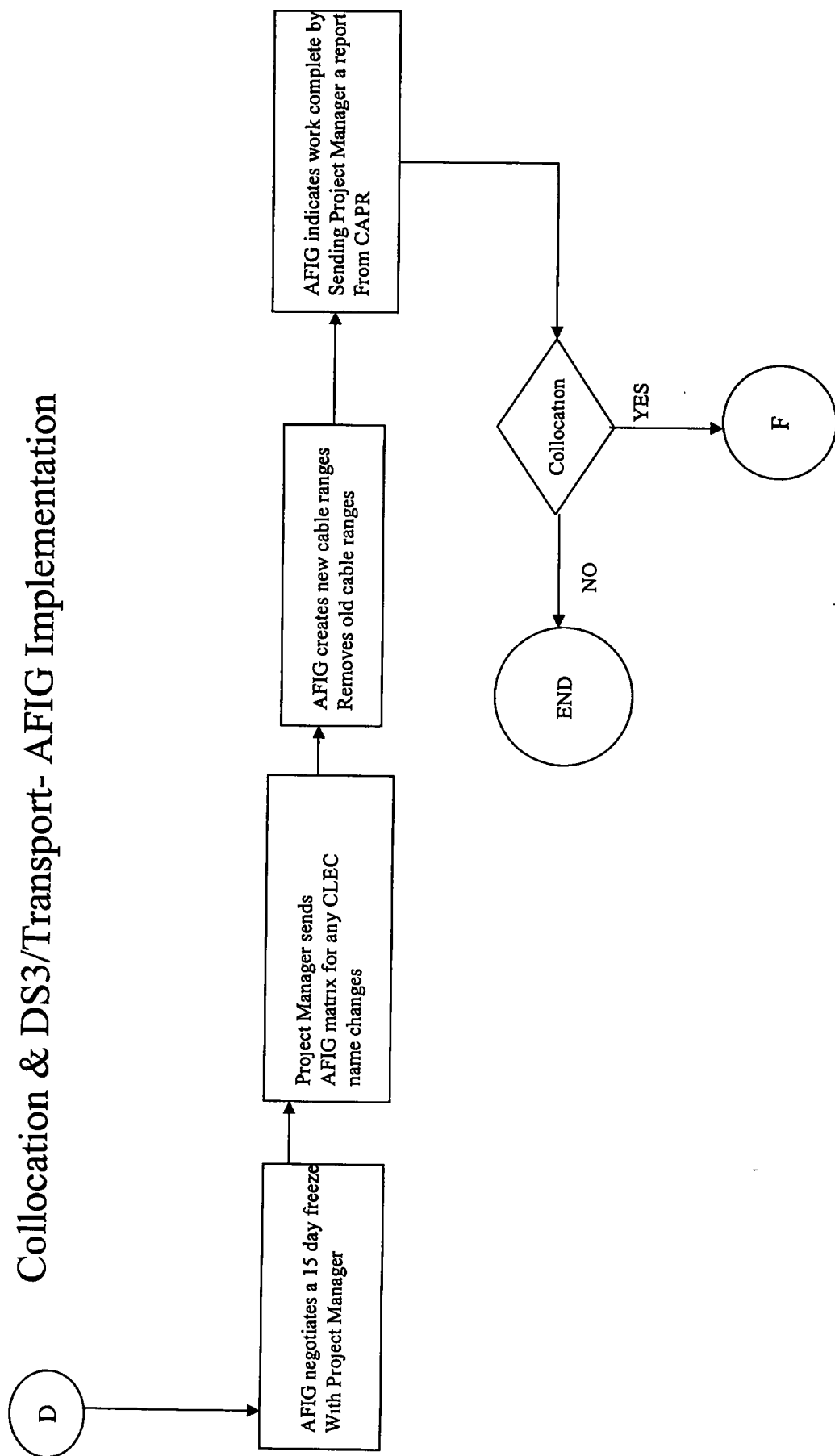
SUB PROCESSING OF PRODUCTS  
UNE-P; SPECIALS, SWITCHED ACCESS; TRUNKING; SL1, SL2, DS1, DS2 and below; DS3/Transport



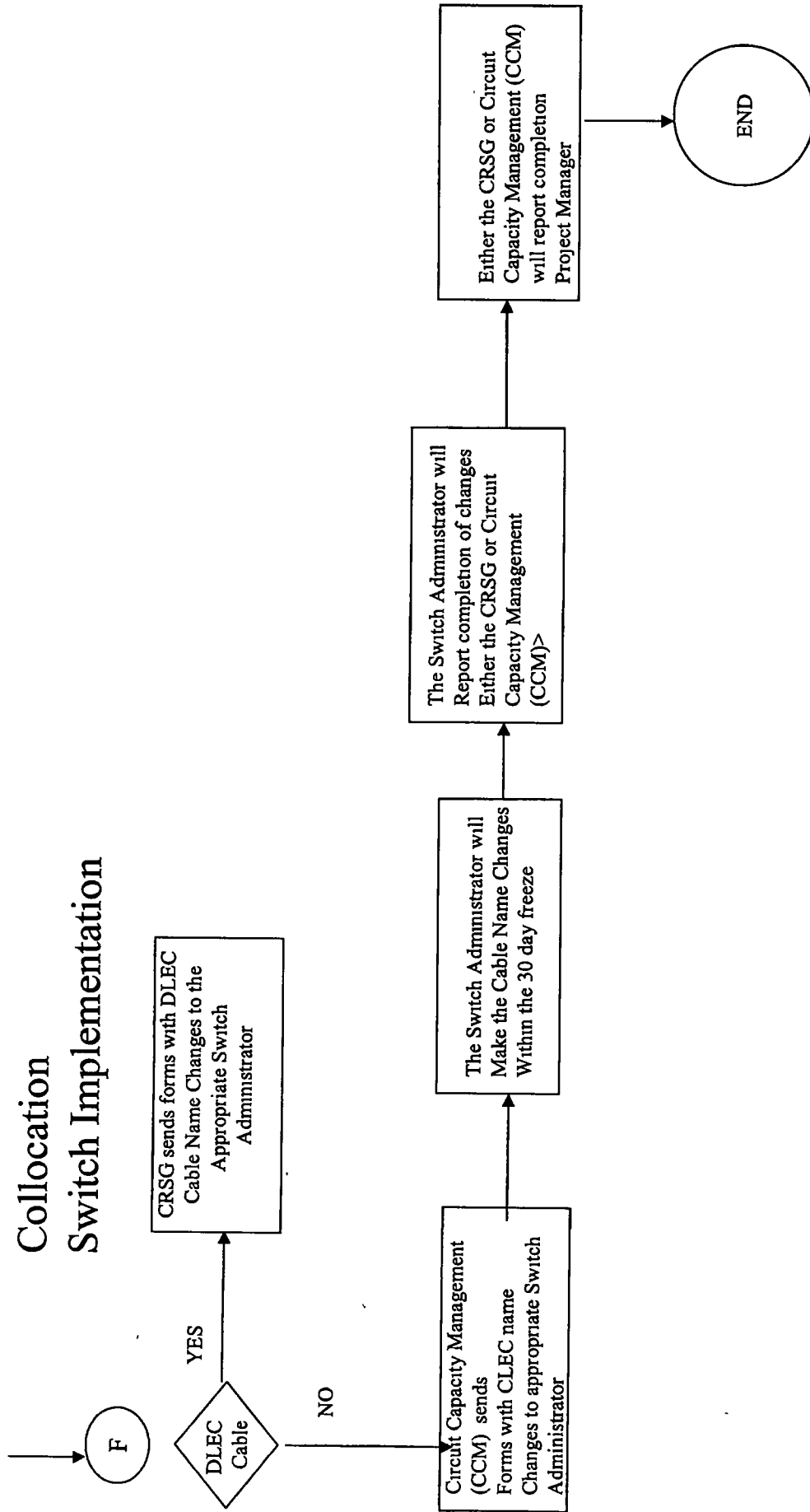
# Collocation Process Flow



# Collocation & DS3/Transport- AFIG Implementation

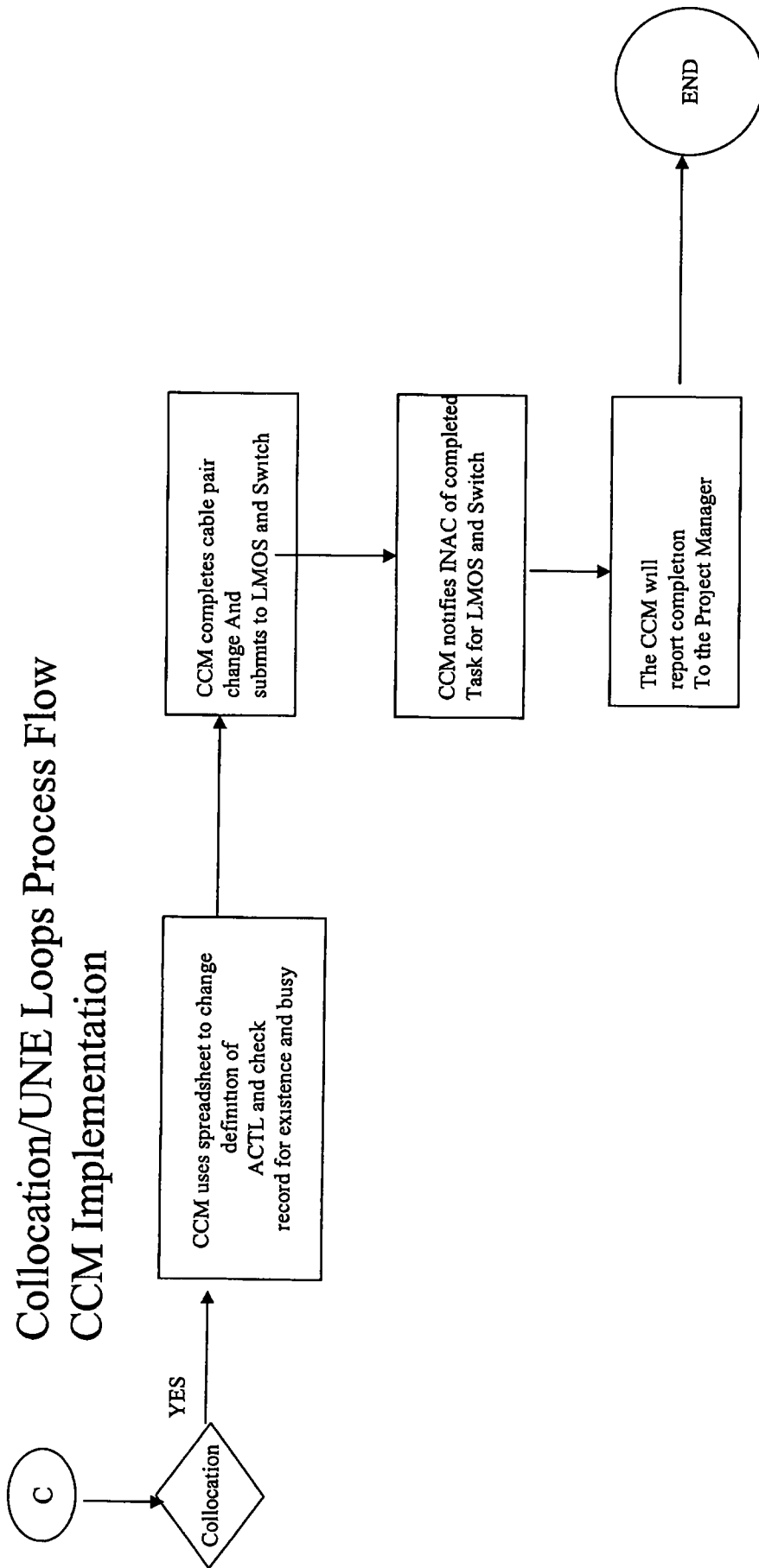


# Collocation Switch Implementation

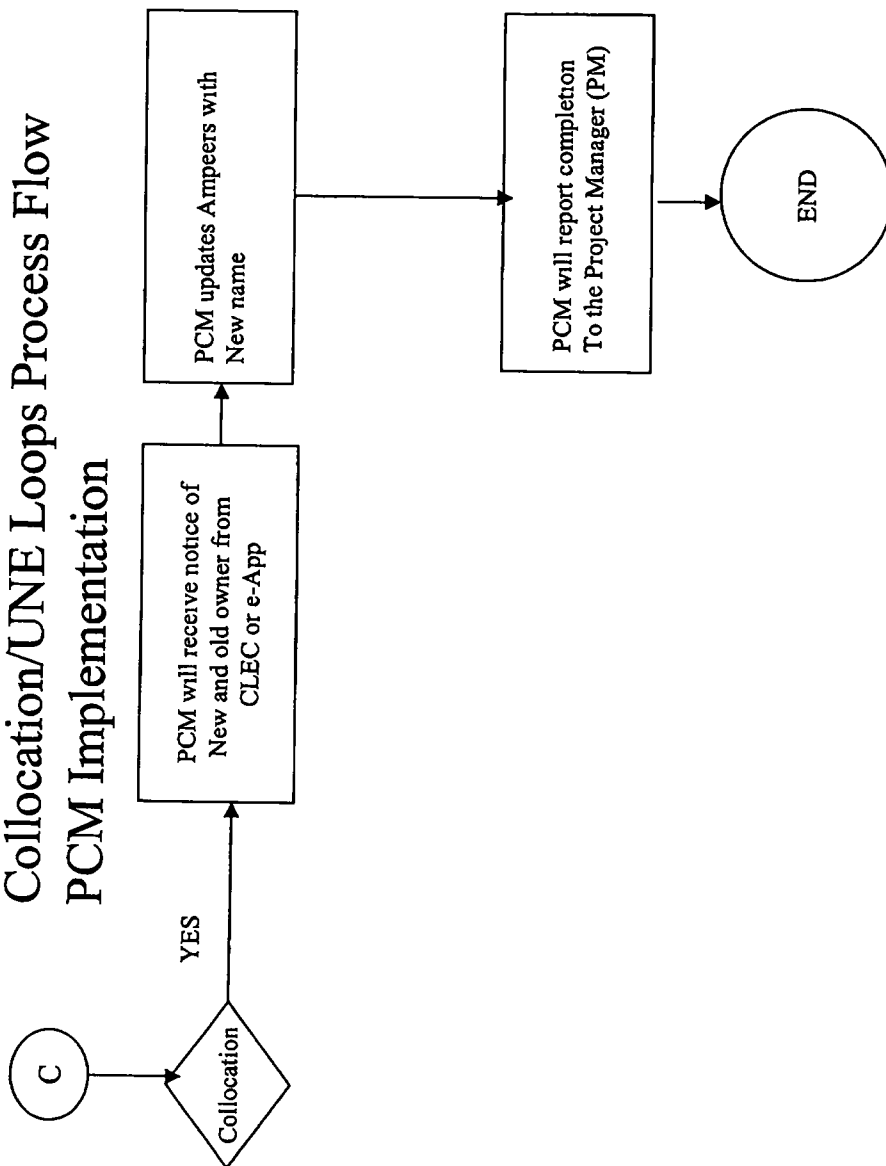




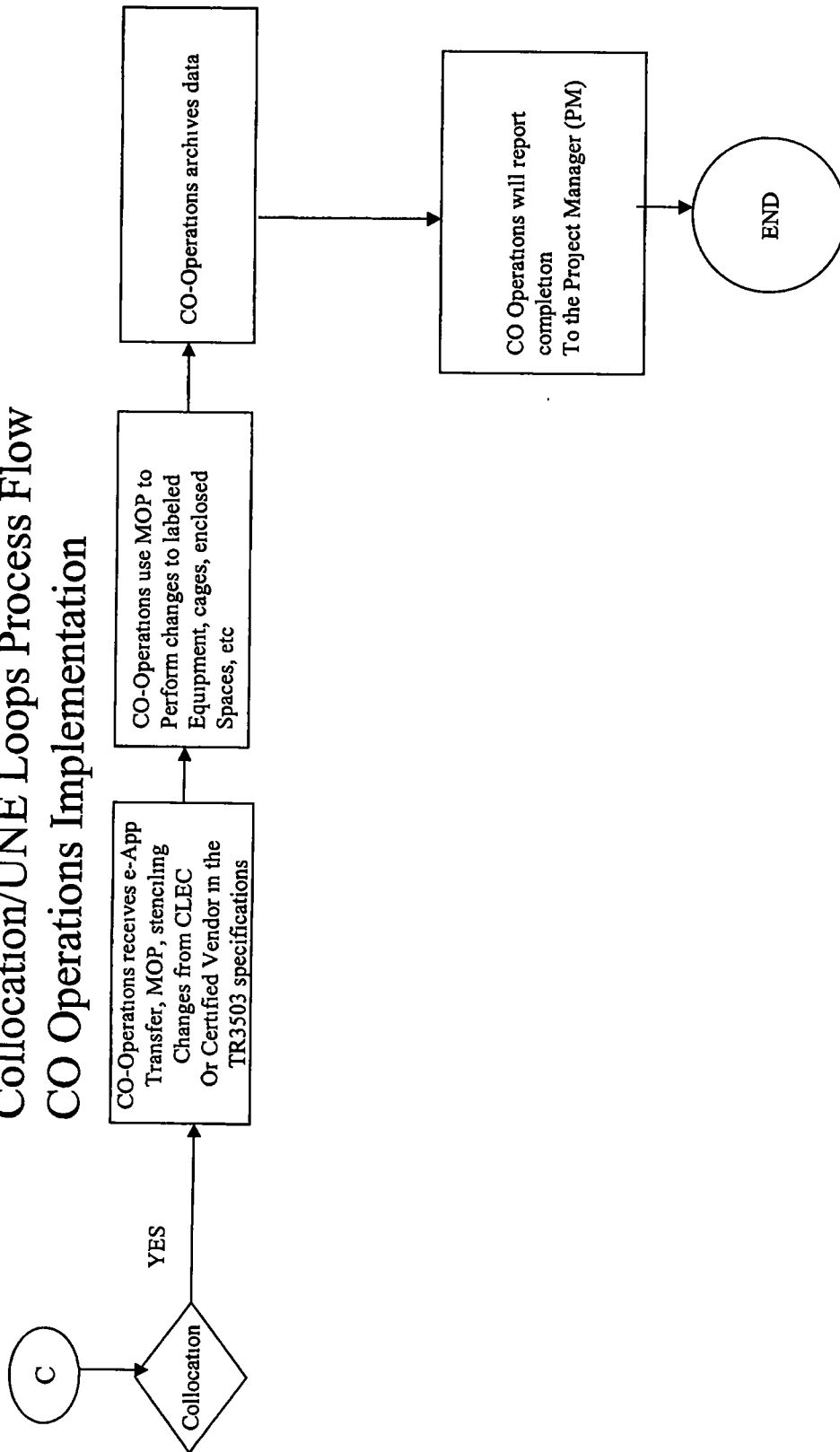
# Collocation/UNE Loops Process Flow CCM Implementation



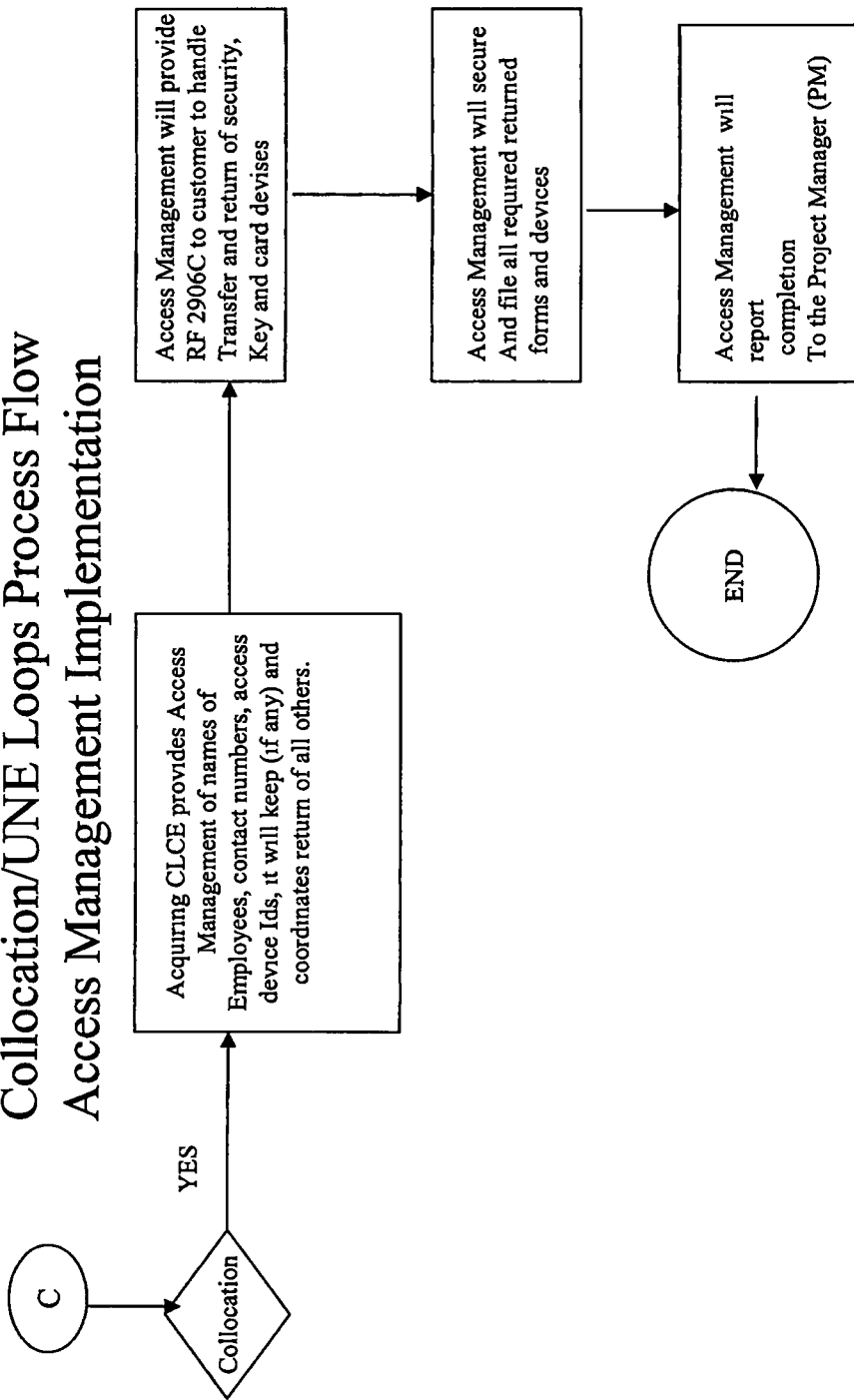
# Collocation/UNE Loops Process Flow PCM Implementation



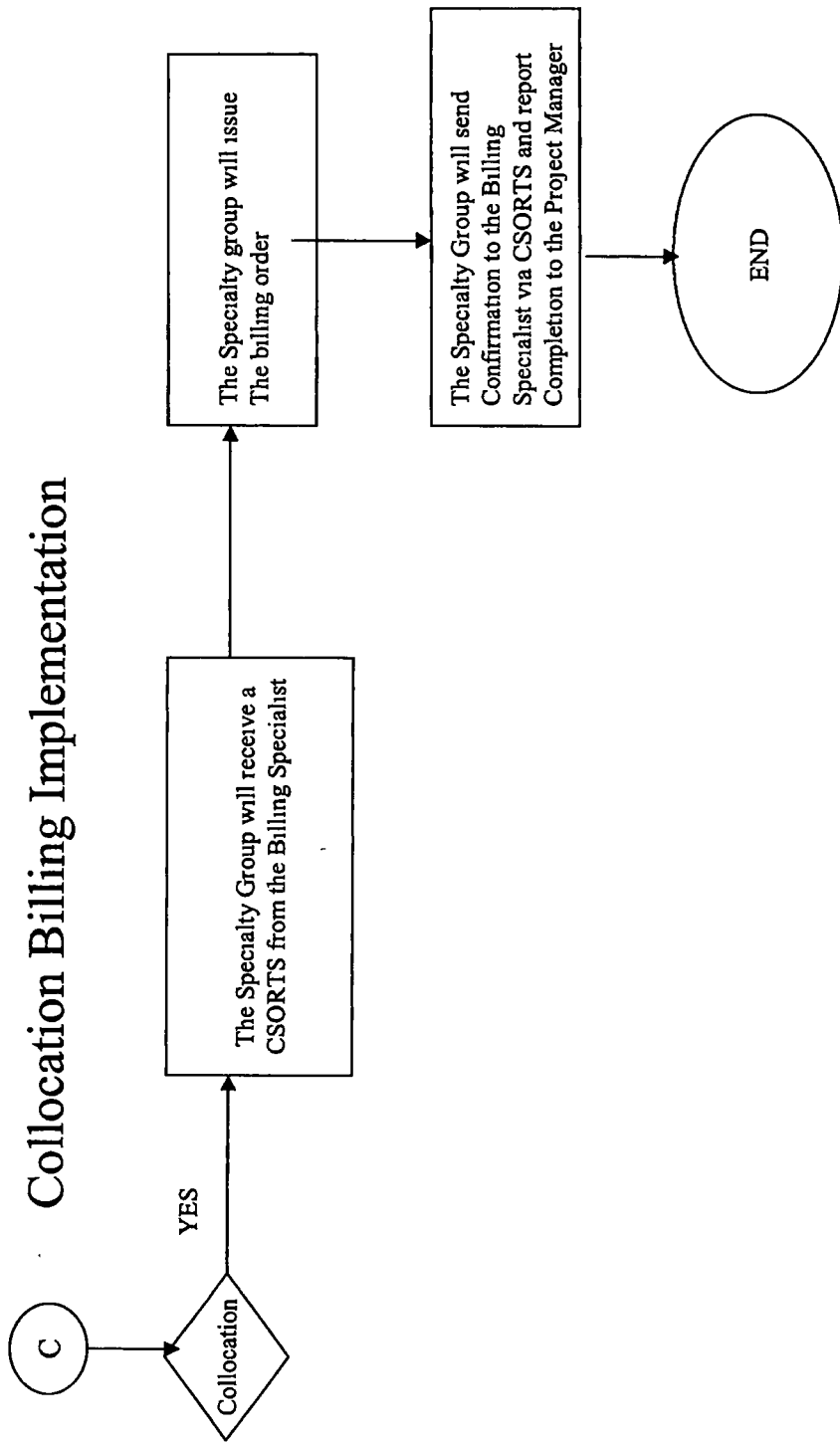
# Collocation/UNE Loops Process Flow CO Operations Implementation



# Collocation/UNE Loops Process Flow Access Management Implementation



# Collocation Billing Implementation



# Wholesale Mergers and Acquisitions Process Flow

## Project Closeout

